



1916-1973

Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, May 15, 2012

6:00 p.m. - Executive Session

AGENDA

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

Pursuant to Government Code Section 54957.6 Consultation with Real Property Negotiator – 414 Anderson Avenue, Winters, CA, APN # 030-391-011

Pursuant to Government Code Section 54956.9(b) – Personnel – Management Analyst- Advice from Legal Counsel – EEOC Charge No. 550-2011-01815

Pursuant to Government Code Section 54957 – Personnel - Public Employee Appointment – Management Analyst and Accounting Tech

6:30 p.m. – Regular Meeting

AGENDA

Members of the City Council

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

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

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or

Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Resolution 2012-16, a Resolution of the City Council of the City of Winters, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City-Wide Maintenance Assessment District, Fiscal Year 2012/2013 (pp. 1-3)
- B. Resolution 2012-17, 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 Provide Notice of Hearings Thereof for the City-Wide Maintenance Assessment District, Fiscal Year 2012/2013 (pp. 4-60)

- C. Approve request for Budget Adjustment in the amount of \$8000, to purchase Used Miles Electric Vehicle as a replacement for the 2003 GEM Electric Vehicle (pp. 61-64)
- D. Approve amendment to the Service Agreement No.007-09 with Luhdorff and Scalminini for out of scope services provided for construction of Well 7, in the amount of \$12,806.37 (pp.65-69)
- E. Resolution 2012-21, A Resolution of the City Council of the City of Winters for Claim of Transportation Development Act Funding From SACOG for Fiscal Year 2012-2013. (pp. 70-77)
- F. St. Anthony's Festival – May 20, 2012 (pp. 78-84)
- G. Resolution 2012-25, A Resolution of the City Council of the City of Winters Declaring Weeds and Rubbish on Certain Lots and Parcels within the City of Winters to be a Public Nuisance and Ordering the Institution of Proceedings to Abate said Public Nuisances (pp. 85-92)
- H. Resolution 2012-20, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIII B of the California Constitution for Fiscal Year 2012-2013. (pp. 93-96)

PRESENTATIONS

A Proclamation of the City Council of the City of Winters Honoring Eagle Scout Austin Freed
Swearing-in Ceremony for Newly Hired Police Officer Gordon Brown.

DISCUSSION ITEMS

1. Approval of the Sacramento Conservancy Conservation Easement Deed, Agreement for Conveyance of the Easement and Long-Term Management Plan for the Winters Putah Creek Nature Park Project (pp. 97-154)
2. Project Budget Sheet and Design Services Agreement – Railroad Ave./Dry Creek Slough Bridge Replacement, Project No. 11-02 (pp. 155-176)
3. Resolution 2012-22 , A Resolution of the City Council of the City of Winters Approving and Adopting a Budget of Estimated Expenditures for Fiscal Years 2012-2013 and 2013-2014. (pp. 177-194)
4. Authorize Issuance of Professional Services Request for Proposals for Design and Engineering Services to be Used as a Basis for Construction Drawings/Documents for the Orchard Village Park Construction Project. (pp. 195-202)
5. Approve purchase to install new VFD for Well 6 in the amount not to exceed \$16,275, from ZSI, Inc. (pp. 203-207)

6. Shared Services Agreement with West Sacramento for Planning and Other Related Services (pp. 208-214)

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

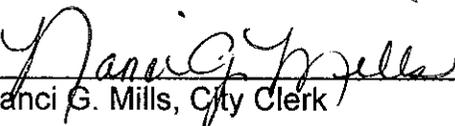
1. Resolution 2012-23, Approving Amended ROPS for January 2012 through June 2012. (pp. 215-225)
 2. Resolution 2012-24 Approving ROPS for July 2012 through December 2012. (pp. 226-237)
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CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the May 15, 2012 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 May 10, 2012, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 795-4910 ext. 101. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

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

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City Clerk's Office – City Hall – 318 First Street

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

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

Wednesday at 10:00 a.m.

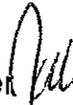
Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : May 15, 2012

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

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

SUBJECT: Resolution 2012-16, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2012/2013

RECOMMENDATION: Staff recommends the City Council adopt the attached Resolution, initiating the proceedings for the annual levy and collection of the annual assessments of 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 *Landscaping 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, 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 Willdan Financial Services as the Engineer of Work to prepare the fiscal Year 2012/2013 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. 2012-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA,
INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF
ASSESSMENTS FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE
ASSESSMENT DISTRICT, FISCAL YEAR 2012/2013**

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

WHEREAS, The City Council has, by previous Resolutions, formed the City of Winters City-Wide Maintenance Assessment District (hereafter referred to as the "District"), 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* (hereinafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Yolo for the City of Winters to pay the maintenance and services of landscaping and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the annual levy of the District, and to prepare and file an Engineer's Report with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act.

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 City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report (hereinafter referred to as the "Report") concerning the levy of assessments for the District in accordance with *Chapter 1, Article 4 (commencing with Section 22565), pursuant to Chapter 3, Section 22622* of the Act.

Section 2: The improvements within the District include: the installation, 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 so ordered, shall describe the existing improvements and any new improvements or substantial changes in the existing improvements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS 15TH DAY OF MAY, 2012.

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. 2012-16 was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the 15th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Woody Fridae, Mayor
City of Winters

Nanci G. Mills, City Clerk
City of Winters



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : May 15, 2012

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

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

SUBJECT: Resolution 2012-17, 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 2012/2013

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 *Landscaping 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 Willdan Financial Services as the Engineer of Work to prepare the fiscal Year 2012/2013 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. 2012-17

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 2012/2013

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 2012/2013, 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 2012/2013 (Beginning July 1, 2012 and ending June 30, 2013) 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.

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 2012/2013.

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 2012/2013.

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.

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 2012/2013 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 5, 2012 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.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS 15TH DAY OF MAY, 2012.

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. 2012-17 was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the 15th day of May, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Woody Fridae, Mayor
City of Winters

Nanci G. Mills, City Clerk
City of Winters



City of Winters

City-Wide Maintenance Assessment District

2012/2013 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 15, 2012
Public Hearing: June 5, 2012

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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 2012/2013, 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 3rd day of May, 2012.

Willdan Financial Services
Assessment Engineer

By: Richard Kopecky

Richard Kopecky
R. C. E. # 16742

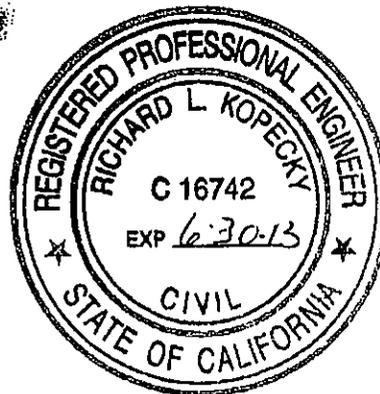


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A. Introduction

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 2012/2013. 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 2012/2013.

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.

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.

B. METHOD OF APPROPRIATION

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.

PROPOSITION 218 BENEFIT ANALYSIS

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIID Section 2i defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIID Section 4a defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise

that the assessments will be used to construct and install landscape and lighting improvements within the existing Legacy Ranch District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either "general benefit" (not assessed) or "special benefit".

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

Street Lighting & Administration Costs / Total EBU = Levy per EBU

Levy per EBU x Parcel's EBU = 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*.

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 2012/2013 District Budget

City of Winters	
City-Wide	
2012/13 Budget	
Levy Categories	Total Budget
DIRECT COSTS	
Park Maintenance	\$149,835.00
Street Lighting	62,000.00
Riparian Area Maintenance	0.00
Median Island Landscape Maintenance	800.00
Curbside Landscape Maintenance	1,000.00
Bank Stabilization	0.00
TOTAL DIRECT	\$213,635.00
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	\$236,335.00
Reserve Collection	0.00
Capital Improvement Fund Collection/(Transfer)	0.00
Contribution Replenishment	0.00
General Fund (Contributions)	(41,222.50)
TOTAL ADJUSTMENTS	(\$41,222.50)
Balance to Levy (Budgeted)	\$195,112.50
Total Revenue at Maximum Rate	\$195,112.50
Variance above/(below) Maximum Revenue	\$0.00
Levy at Applied Rate	\$195,112.50
Applied Charge	189,007.50
	6,105.00
DISTRICT STATISTICS	
Total Parcels	2,100
Total Residential Parcels Levied	1,896
Total Non-Residential Parcels Levied	132
Total Parcels Levied	2,028
Total Equivalent Residential Benefit Units	2,323
Total Equivalent Non-Residential Benefit Units	132
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 A - 2012/2013 ASSESSMENT ADJUSTMENTS

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 cannot 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
Fiscal Year 2012/13 Preliminary Assessment Roll**

APNFmt	Situs Address	Charge
003-120-003-000	511 MAIN ST	\$26.25
003-120-004-000	AVE	82.50
003-130-003-000	600-602 4TH ST	165.00
003-130-009-000	410 GRANT AVE	247.50
003-130-010-000	415 BAKER ST	165.00
003-130-012-000	407 EDWARDS ST	82.50
003-130-013-000	408 GRANT AVE	82.50
003-130-014-000	406 GRANT AVE	82.50
003-130-015-000	404 GRANT AVE	82.50
003-130-016-000	402 GRANT AVE	82.50
003-130-017-000	616 4TH ST	82.50
003-130-018-000	614 4TH ST	82.50
003-130-019-000	403 BAKER ST	82.50
003-130-020-000	405 BAKER ST	82.50
003-130-021-000	407 BAKER ST	82.50
003-130-022-000	409 BAKER ST	82.50
003-130-023-000	411 BAKER ST	82.50
003-130-024-000	413 BAKER ST	82.50
003-130-025-000	414 BAKER ST	82.50
003-130-026-000	412 BAKER ST	82.50
003-130-027-000	410 BAKER ST	82.50
003-130-028-000	408 BAKER ST	82.50
003-130-029-000	409 EDWARDS ST	82.50
003-130-030-000	411 EDWARDS ST	82.50
003-130-031-000	413 EDWARDS ST	82.50
003-130-032-000	415 EDWARDS ST	82.50
003-130-033-000	508 4TH ST	82.50
003-130-034-000	403 EDWARDS ST	82.50
003-130-035-000	518 4TH ST	82.50
003-130-036-000	406 BAKER ST	82.50
003-141-002-000	316 GRANT AVE	165.00
003-141-003-000	314 GRANT AVE	82.50
003-141-004-000	310 GRANT AVE	82.50
003-141-006-000	302 GRANT AVE	82.50
003-141-007-000	301 BAKER ST	165.00
003-141-008-000	303 BAKER ST A & ST	165.00
003-141-009-000	307 BAKER ST	165.00
003-141-010-000	309 BAKER ST	82.50
003-141-012-000	304 GRANT AVE	82.50
003-141-013-000	308 GRANT AVE	82.50
003-141-014-000	611 4TH ST	82.50
003-141-015-000	607 4TH ST	82.50
003-141-016-000	311 BAKER ST	82.50
003-141-017-000	313 BAKER ST	82.50
003-142-002-000	318 BAKER ST	82.50
003-142-003-000	310 BAKER ST	82.50
003-142-005-000	304 BAKER ST	82.50
003-142-006-000	510 3RD ST	82.50
003-142-008-000	305 EDWARDS ST	82.50
003-142-009-000	307 EDWARDS ST	82.50
003-142-010-000	309 EDWARDS ST	82.50
003-142-011-000	311 EDWARDS ST	82.50
003-142-013-000	303 EDWARDS ST	165.00

APNFmt	Situs Address	Charge
003-142-014-000	502 3RD ST	165.00
003-142-015-000	308 BAKER ST	82.50
003-142-016-000	306 BAKER ST	82.50
003-142-017-000	315 EDWARDS ST	26.25
003-143-001-000	315 ABBEY ST	82.50
003-143-002-000	415 4TH ST	247.50
003-143-003-000	310 EDWARDS ST	82.50
003-143-004-000	308 EDWARDS ST	82.50
003-143-005-000	306 EDWARDS ST	82.50
003-143-006-000	304 EDWARDS ST	82.50
003-143-008-000	408 3RD ST	82.50
003-143-009-000	400 3RD ST	82.50
003-143-011-000	309 ABBEY ST	82.50
003-143-012-000	311 ABBEY ST	82.50
003-143-013-000	313 ABBEY ST	82.50
003-143-014-000	418 3RD ST	82.50
003-143-015-000	410 3RD ST	82.50
003-143-016-000	307 ABBEY ST	82.50
003-143-017-000	305 ABBEY ST	82.50
003-144-001-000	215 BAKER ST	82.50
003-144-003-000	210 GRANT AVE	82.50
003-144-004-000	208 GRANT AVE	990.00
003-144-005-000	610 2ND ST	82.50
003-144-007-000	203 BAKER ST	82.50
003-144-008-000	205 BAKER ST	82.50
003-144-011-000	212 GRANT AVE	82.50
003-144-012-000	214 GRANT AVE	82.50
003-144-013-000	209 BAKER ST	82.50
003-144-015-000	600 2ND ST	165.00
003-146-001-000	215 ABBEY ST	82.50
003-146-002-000	218 EDWARDS ST	82.50
003-146-003-000	216 EDWARDS ST	82.50
003-146-004-000	214 EDWARDS ST	82.50
003-146-005-000	212 EDWARDS ST	82.50
003-146-007-000	204 EDWARDS ST	165.00
003-146-011-000	207 ABBEY ST	82.50
003-146-012-000	209 ABBEY ST	82.50
003-146-013-000	211 ABBEY ST	82.50
003-146-014-000	210 EDWARDS ST	165.00
003-146-015-000	206 EDWARDS ST	82.50
003-146-017-000	205 ABBEY ST	82.50
003-146-018-000	416-18 2ND ST	165.00
003-146-019-000	201 ABBEY ST	82.50
003-146-020-000	203 ABBEY ST	82.50
003-151-001-000	617 1ST ST	82.50
003-151-002-000	14 GRANT AVE	82.50
003-151-003-000	12 GRANT AVE	82.50
003-151-004-000	8 GRANT AVE	26.25
003-151-008-000	611 1ST ST	82.50
003-151-013-000	601 1ST ST	82.50
003-151-014-000	605 1ST ST	82.50
003-151-021-000	11 BAKER ST	990.00
003-151-026-000	2 GRANT AVE	26.25
003-151-028-000	600 RAILROAD AVE	26.25
003-151-029-000	606 RAILROAD AVE	26.25
003-152-001-000	AVE	82.50
003-152-002-000	108 GRANT AVE	825.00
003-152-003-000	104 GRANT AVE	82.50
003-152-004-000	618 1ST ST	82.50
003-152-005-000	612 1ST ST	82.50

APN/Fmt	Situs Address	Charge
003-152-006-000	600 1ST ST	82.50
003-152-007-000	105 BAKER ST	82.50
003-152-008-000	109 BAKER ST	82.50
003-152-009-000	111 BAKER ST	82.50
003-152-010-000	113 BAKER ST	82.50
003-152-011-000	115 BAKER ST	82.50
003-152-012-000	117 BAKER ST	165.00
003-152-013-000	607 2ND ST	82.50
003-152-014-000	611 2ND ST	82.50
003-153-001-000	16 BAKER ST	82.50
003-153-004-000	10 BAKER ST	26.25
003-153-005-000	8 BAKER ST	82.50
003-153-006-000	510 RAILROAD AVE	26.25
003-153-007-000	504 RAILROAD AVE	26.25
003-153-008-000	3-5 EDWARDS ST	26.25
003-153-009-000	7 EDWARDS ST	26.25
003-153-010-000	9 EDWARDS ST	82.50
003-153-011-000	15 EDWARDS ST	82.50
003-153-015-000	511 1ST ST	82.50
003-153-017-000	12 BAKER ST	82.50
003-153-018-000	14 BAKER ST	82.50
003-154-001-000	517 2ND ST	82.50
003-154-002-000	114 BAKER ST	82.50
003-154-003-000	110 BAKER ST	82.50
003-154-008-000	105 EDWARDS ST	82.50
003-154-009-000	107 EDWARDS ST	82.50
003-154-010-000	111 EDWARDS ST	82.50
003-154-013-000	115 EDWARDS ST	82.50
003-154-015-000	515 2ND ST	82.50
003-154-016-000	500 1ST ST	82.50
003-154-017-000	512 1ST ST	26.25
003-155-002-000	12 EDWARDS ST	82.50
003-155-004-000	416 RAILROAD AVE	26.25
003-155-005-000	400 RAILROAD AVE	26.25
003-155-006-000	5 ABBEY ST	26.25
003-155-007-000	11 ABBEY ST	82.50
003-155-008-000	15 ABBEY ST	82.50
003-155-009-000	17 ABBEY ST	26.25
003-155-011-000	415 1ST ST	82.50
003-155-013-000	409 1ST ST	82.50
003-155-014-000	8 EDWARDS ST	82.50
003-155-015-000	4 EDWARDS ST	26.25
003-156-003-000	106 EDWARDS ST	82.50
003-156-004-000	104 EDWARDS ST	82.50
003-156-005-000	418 1ST ST	82.50
003-156-007-000	105 ABBEY ST	82.50
003-156-009-000	119 ABBEY ST	82.50
003-156-010-000	121 ABBEY ST	82.50
003-156-011-000	123 ABBEY ST	82.50
003-156-013-000	417 2ND ST	82.50
003-156-014-000	415 2ND ST	82.50
003-156-015-000	108 EDWARDS ST	165.00
003-156-016-000	110 EDWARDS ST	82.50
003-156-017-000	111 ABBEY ST	82.50
003-156-018-000	115 ABBEY ST	165.00
003-156-019-000	412 1ST ST	82.50
003-156-020-000	408 1ST ST	82.50
003-156-021-000	101 ABBEY ST	82.50
003-160-003-000	11 E BAKER ST	26.25
003-160-004-000	10 E GRANT AVE	82.50

APNFmt	Situs Address	Charge
003-160-005-000	12 E GRANT AVE	82.50
003-160-010-000	13 E EDWARDS ST	26.25
003-160-012-000	24 E BAKER ST	82.50
003-160-013-000	26 E BAKER ST	82.50
003-160-014-000	516 EAST ST	82.50
003-160-016-000	25 E EDWARDS ST	82.50
003-160-020-000	22 E EDWARDS ST	82.50
003-160-021-000	20 E EDWARDS ST	82.50
003-160-022-000	11 E ABBEY ST	26.25
003-160-023-000	10 E EDWARDS ST	26.25
003-160-025-000	8 E EDWARDS ST	26.25
003-160-028-000	512 EAST ST	165.00
003-160-029-000	27 E EDWARDS ST	82.50
003-160-032-000	15 E BAKER ST	82.50
003-160-033-000	13 E BAKER ST	26.25
003-160-035-000	25 E BAKER ST	330.00
003-160-036-000	19 E ABBEY ST	82.50
003-160-037-000	21 E ABBEY ST	82.50
003-160-041-000	18 E BAKER ST	82.50
003-160-042-000	21 E EDWARDS ST	82.50
003-160-043-000	20 E BAKER ST	82.50
003-160-044-000	23 E EDWARDS ST	82.50
003-160-047-000	7 E EDWARDS ST	26.25
003-160-048-000	11 E EDWARDS ST	26.25
003-160-053-000	7 E BAKER ST	26.25
003-160-054-000	ST	26.25
003-160-055-000	ST	26.25
003-160-058-000	29 E ABBEY ST	82.50
003-160-060-000	23 E ABBEY ST	82.50
003-160-062-000	613 RAILROAD AVE	26.25
003-160-063-000	517 RAILROAD AVE	26.25
003-160-064-000		26.25
003-160-065-000	RD	82.50
003-160-066-000	28 E EDWARDS ST	82.50
003-171-001-000	437 ABBEY ST	165.00
003-171-002-000	438 EDWARDS ST	82.50
003-171-003-000	436 EDWARDS ST	165.00
003-171-004-000	434 EDWARDS ST	82.50
003-171-005-000	432 EDWARDS ST	82.50
003-171-006-000	430 EDWARDS ST	82.50
003-171-009-000	418 HAVEN AVE	26.25
003-171-010-000	419 HAVEN AVE	165.00
003-171-011-000	421 ABBEY ST	82.50
003-171-012-000	423 ABBEY ST	82.50
003-171-014-000	431 ABBEY ST	82.50
003-171-015-000	433 ABBEY ST	330.00
003-171-016-000	435 ABBEY ST	82.50
003-171-017-000	425 ABBEY ST	82.50
003-171-018-000	427 ABBEY ST	82.50
003-171-019-000	422 EDWARDS ST	82.50
003-171-020-000	424 EDWARDS ST	82.50
003-171-021-000	428 EDWARDS ST	82.50
003-171-022-000	426 EDWARDS ST	82.50
003-172-001-000	439 MAIN ST	82.50
003-172-005-000	430 ABBEY ST	82.50
003-172-006-000	428 ABBEY ST	82.50
003-172-007-000	424 ABBEY ST	82.50
003-172-008-000	422 ABBEY ST	165.00
003-172-009-000	318 HAVEN ST	82.50
003-172-012-000	423 MAIN ST	82.50

APN/Fmt	Situs Address	Charge
003-172-013-000	427 MAIN ST	82.50
003-172-014-000	431 MAIN ST	82.50
003-172-015-000	433 MAIN ST	82.50
003-172-016-000	435 MAIN ST	82.50
003-172-017-000	437 MAIN ST	82.50
003-172-018-000	421 MAIN ST	82.50
003-172-019-000	432 ABBEY ST	82.50
003-172-022-000	434 ABBEY ST	82.50
003-172-023-000	438 ABBEY ST	82.50
003-173-003-000	400 EDWARDS ST	82.50
003-173-010-000	415 ABBEY ST	82.50
003-173-011-000	411 ABBEY ST	82.50
003-173-012-000	407 ABBEY ST	82.50
003-173-013-000	409 ABBEY ST	82.50
003-173-014-000	413 ABBEY ST	82.50
003-173-015-000	401 ABBEY ST	82.50
003-173-018-000	405 ABBEY ST	82.50
003-173-019-000	410 EDWARDS ST	82.50
003-173-020-000	414 EDWARDS ST	82.50
003-173-021-000	412 EDWARDS ST	82.50
003-173-022-000	406 EDWARDS ST	82.50
003-173-023-000	403 ABBEY ST	82.50
003-173-024-000	404 EDWARDS ST	82.50
003-173-025-000	417 HAVEN AVE	82.50
003-173-026-000	416 EDWARDS ST	82.50
003-175-002-000	410 MAIN ST	82.50
003-175-005-000	200 4TH ST	82.50
003-175-006-000	403 RUSSELL ST	82.50
003-175-007-000	405-407 RUSSELL ST	247.50
003-175-008-000	409 RUSSELL ST	247.50
003-175-009-000	406 MAIN ST	82.50
003-175-010-000	408 MAIN ST	82.50
003-175-012-000	412 MAIN ST	165.00
003-175-013-000	413 RUSSELL ST	82.50
003-175-014-000	413 RUSSELL ST	82.50
003-182-061-000	205 EMERY ST	82.50
003-182-062-000	438 MAIN ST	82.50
003-182-063-000	436 MAIN ST	82.50
003-182-064-000	434 MAIN ST	82.50
003-182-065-000	424 MAIN ST	82.50
003-182-066-000	422 MAIN ST	82.50
003-182-067-000	418 MAIN ST	82.50
003-182-068-000	416 MAIN ST	82.50
003-182-069-000	414 MAIN ST	82.50
003-182-071-000	437 RUSSELL ST	82.50
003-182-072-000	435 RUSSELL ST	82.50
003-182-073-000	433 RUSSELL ST	82.50
003-182-074-000	431 RUSSELL ST	82.50
003-182-076-000	425 RUSSELL ST	82.50
003-182-077-000	423 RUSSELL ST	82.50
003-182-078-000	421 RUSSELL ST	82.50
003-182-079-000	419 RUSSELL ST	82.50
003-182-080-000	417 RUSSELL ST	82.50
003-182-081-000	415 RUSSELL ST	82.50
003-182-082-000	430 MAIN ST	82.50
003-182-083-000	430 MAIN ST	82.50
003-182-084-000	428 MAIN ST	82.50
003-182-085-000	426 MAIN ST	82.50
003-182-088-000	427 RUSSELL ST	82.50
003-182-090-000	429 RUSSELL ST	82.50

APNFmt	Situs Address	Charge
003-182-091-000	203 EMERY ST	82.50
003-182-092-000	439 RUSSELL ST	82.50
003-183-016-000	442 RUSSELL ST	82.50
003-183-017-000	444 RUSSELL ST	82.50
003-183-020-000	446 RUSSELL ST	82.50
003-183-022-000	434 RUSSELL ST	82.50
003-183-023-000	432 RUSSELL ST	82.50
003-183-024-000	430 RUSSELL ST	82.50
003-183-025-000	428 RUSSELL ST	82.50
003-183-026-000	426 RUSSELL ST	82.50
003-183-027-000	424 RUSSELL ST	82.50
003-183-029-000	440 RUSSELL ST	165.00
003-183-032-000	422 RUSSELL ST	247.50
003-183-034-000	420 RUSSELL ST	82.50
003-183-035-000	436 RUSSELL ST	82.50
003-183-036-000	438 RUSSELL ST	82.50
003-183-037-000	206 EMERY ST	82.50
003-183-038-000	204 EMERY ST	82.50
003-183-039-000	202 EMERY ST	165.00
003-183-040-000	445 RUSSELL ST	82.50
003-183-042-000	416 RUSSELL ST	82.50
003-183-043-000	418 RUSSELL ST	82.50
003-183-044-000	456 RUSSELL ST	82.50
003-183-045-000	454 RUSSELL BLVD	82.50
003-183-047-000	450 RUSSELL ST	82.50
003-183-048-000	447 RUSSELL ST	82.50
003-183-049-000	ST	82.50
003-183-050-000	455 RUSSELL ST	82.50
003-191-001-000	311 MAIN ST	82.50
003-191-005-000	302 ABBEY ST	26.25
003-191-006-000	301 MAIN ST	26.25
003-191-007-000	303 MAIN ST	26.25
003-191-008-000	305 MAIN ST	82.50
003-191-009-000	307 MAIN ST	82.50
003-191-010-000	309 MAIN ST	82.50
003-191-011-000	310 ABBEY ST	82.50
003-191-012-000	312 ABBEY ST	82.50
003-191-013-000	308 ABBEY ST	82.50
003-191-014-000	306 ABBEY ST	82.50
003-191-015-000	316 ABBEY ST	82.50
003-191-016-000	314 ABBEY ST	82.50
003-192-001-000	201 4TH ST	82.50
003-192-002-000	310 MAIN ST	26.25
003-192-003-000	308 MAIN ST	82.50
003-192-004-000	310 MAIN ST	82.50
003-192-005-000	304 MAIN ST	82.50
003-192-006-000	302 MAIN ST	82.50
003-192-007-000	300 MAIN ST	82.50
003-192-008-000	301 RUSSELL ST	82.50
003-192-009-000	303 RUSSELL ST	82.50
003-192-010-000	305 RUSSELL ST	82.50
003-192-012-000	307 RUSSELL ST	82.50
003-192-013-000	311 RUSSELL ST	82.50
003-193-001-000	213 MAIN ST	82.50
003-193-003-000	210 ABBEY ST	82.50
003-193-004-000	208 ABBEY ST	82.50
003-193-005-000	206 ABBEY ST	82.50
003-193-007-000	201 MAIN ST	26.25
003-193-008-000	205 MAIN ST	82.50
003-193-009-000	209 MAIN ST	82.50

APNFmt	Situs Address	Charge
003-193-010-000	214 ABBEY ST	165.00
003-193-011-000	212 ABBEY ST	82.50
003-193-012-000	310 2ND ST	165.00
003-193-013-000	204 ABBEY ST	82.50
003-194-001-000	211 RUSSELL ST	82.50
003-194-002-000	212 MAIN ST	82.50
003-194-003-000	210 MAIN ST	82.50
003-194-004-000	208 MAIN ST	82.50
003-194-005-000	206 MAIN ST	82.50
003-194-006-000	204 MAIN ST	82.50
003-194-007-000	226 2ND ST	82.50
003-194-010-000	209 RUSSELL ST	82.50
003-194-011-000	205 RUSSELL ST	26.25
003-201-001-000	116 ABBEY ST	165.00
003-201-002-000	110 ABBEY ST	82.50
003-201-008-000	107 MAIN ST	26.25
003-201-012-000	119 MAIN ST	26.25
003-201-013-000	311 2ND ST	82.50
003-201-015-000	111 MAIN ST	26.25
003-201-016-000	101 MAIN ST	26.25
003-201-017-000	106 ABBEY ST	82.50
003-201-018-000	ABBEY ST	82.50
003-202-002-000	112 MAIN ST	82.50
003-202-003-000	110 MAIN ST	82.50
003-202-004-000	108 MAIN ST	26.25
003-202-005-000	106 MAIN ST	26.25
003-202-006-000	100 MAIN ST	26.25
003-202-007-000	208 1ST ST	82.50
003-202-010-000	107 RUSSELL ST	82.50
003-202-011-000	123 RUSSELL ST	82.50
003-202-012-000	129 RUSSELL ST	82.50
003-202-013-000	116 MAIN ST	165.00
003-202-014-000	114 MAIN ST	82.50
003-202-015-000	101 RUSSELL ST	82.50
003-202-017-000	105 RUSSELL ST	82.50
003-203-001-000	48 MAIN ST	26.25
003-203-002-000	ST	26.25
003-203-003-000	211 1ST ST	26.25
003-203-004-000	42 MAIN ST	26.25
003-203-005-000	36 MAIN ST	26.25
003-203-006-000	34 MAIN ST	26.25
003-203-007-000	30 MAIN ST	26.25
003-203-008-000	26 MAIN ST	26.25
003-203-009-000	22 MAIN ST	26.25
003-203-010-000	14 MAIN ST	26.25
003-203-011-000	2-10 MAIN ST/210 RAILRO ST	26.25
003-203-012-000	200-208 RAILROAD AVE	26.25
003-203-013-000	7 RUSSELL ST	82.50
003-203-014-000	9 RUSSELL ST	82.50
003-203-015-000	11 RUSSELL ST	82.50
003-203-017-000	18 MAIN ST	26.25
003-204-002-000	311 1ST ST	26.25
003-204-005-000	318 RAILROAD AVE	26.25
003-204-006-000	314 RAILROAD AVE	26.25
003-204-007-000	310-312 RAILROAD AVE	26.25
003-204-008-000	1 MAIN ST	26.25
003-204-009-000	7-11 MAIN ST	26.25
003-204-010-000	15 MAIN ST	26.25
003-204-011-000	19-23 MAIN ST	26.25
003-204-012-000	23 MAIN ST	26.25

APNfmt	Situs Address	Charge
003-204-013-000	31 MAIN ST	26.25
003-204-014-000	33 MAIN ST	26.25
003-204-015-000	35 MAIN ST	26.25
003-204-016-000	37 MAIN ST	26.25
003-204-017-000	41-47 MAIN ST	26.25
003-221-001-000	11 E MAIN ST	82.50
003-221-002-000	14 E ABBEY ST	82.50
003-221-003-000	16 E ABBEY ST	165.00
003-221-004-000	22 E ABBEY ST	82.50
003-221-005-000	24 E ABBEY ST	82.50
003-221-006-000	26 E ABBEY ST	82.50
003-221-008-000	300 EAST ST	495.00
003-221-009-000	23 E MAIN ST	82.50
003-221-012-000	13 E MAIN ST	82.50
003-221-014-000	21 E MAIN ST	165.00
003-221-015-000	17 E MAIN ST	82.50
003-221-017-000	28 E ABBEY ST	577.50
003-222-003-000	107 ELLIOT ST	165.00
003-222-005-000	10 E MAIN ST	82.50
003-222-012-000	24 E MAIN ST	82.50
003-222-013-000	26 E MAIN ST	82.50
003-222-014-000	28 E MAIN ST	82.50
003-222-016-000	30 E MAIN ST	82.50
003-222-019-000	102 ELLIOT ST	577.50
003-222-020-000	101 ELLIOT ST	412.50
003-222-021-000	14 E MAIN ST	82.50
003-222-022-000	12 E MAIN ST	82.50
003-222-023-000	20 E MAIN ST	82.50
003-223-002-000	305 EAST ST	82.50
003-223-003-000	307 EAST ST	82.50
003-223-005-000	31 E MAIN ST	82.50
003-223-007-000	29 E MAIN ST	82.50
003-224-002-000	8 E ABBEY ST	26.25
003-224-003-000	5 E MAIN ST	26.25
003-224-004-000	9 E MAIN ST	26.25
003-230-006-000	106 3RD ST	82.50
003-230-007-000	104 3RD ST	82.50
003-230-008-000	102 3RD ST	82.50
003-230-009-000	312 RUSSELL ST	82.50
003-230-010-000	114 3RD ST	82.50
003-230-017-000	102 RIVERVIEW CT	26.25
003-230-019-000	118 3RD ST	82.50
003-230-020-000	116 3RD ST	82.50
003-230-024-000	120 LIWAI VILLAGE CT	82.50
003-230-025-000	116 LIWAI VILLAGE CT	82.50
003-230-029-000	112 LIWAI VILLAGE CT	82.50
003-230-030-000	108 LIWAI VILLAGE CT	82.50
003-241-001-000	101 3RD ST	82.50
003-241-002-000	105 3RD ST	82.50
003-241-003-000	107 3RD ST	165.00
003-241-005-000	206 RUSSELL ST	82.50
003-241-008-000	108 2ND ST	82.50
003-241-009-000	102 SECOND ST	82.50
003-241-012-000	100 WOLFSKILL ST	82.50
003-241-013-000	WOLFSKILL ST	82.50
003-241-015-000	AVE	82.50
003-241-017-000	204 RUSSELL ST	82.50
003-241-019-000	202 RUSSELL ST	82.50
003-241-021-000	200 WOLFSKILL ST	82.50
003-241-022-000	102 WOLFSKILL ST	82.50

APNFmt	Situs Address	Charge
003-241-023-000	210 RUSSELL ST	412.50
003-241-024-000	109 3RD ST	82.50
003-241-025-000	ST	82.50
003-241-027-000	110 2ND ST	82.50
003-242-001-000	105 2ND ST	82.50
003-242-003-000	115 2ND ST	82.50
003-242-004-000	124 RUSSELL ST	82.50
003-242-005-000	120 RUSSELL ST	82.50
003-242-010-000	100 FIRST ST	82.50
003-242-011-000	106 RUSSELL ST	82.50
003-242-013-000	117 2ND ST	82.50
003-242-014-000	102-104 RUSSELL ST	82.50
003-242-015-000	105 WOLFSKILL ST	330.00
003-242-016-000	118 1ST ST	82.50
003-242-017-000	110 1ST ST	82.50
003-243-002-000	10 RUSSELL ST	82.50
003-243-003-000	8 RUSSELL ST	82.50
003-243-005-000	12 RUSSELL ST	165.00
003-243-006-000	14 RUSSELL ST	165.00
003-243-007-000	6 RUSSELL ST	82.50
003-243-008-000	2 RUSSELL ST	26.25
003-271-002-000	802 HEMENWAY ST	82.50
003-271-008-000	804 HEMENWAY ST	82.50
003-271-009-000	800 HEMENWAY ST	82.50
003-271-011-000	900 HEMENWAY ST	82.50
003-271-012-000	902 HEMENWAY ST	82.50
003-271-013-000	302 ROSA AVE	82.50
003-271-014-000	300 ROSA AVE	82.50
003-271-015-000	304 ROSA AVE	82.50
003-271-016-000	306 ROSA AVE	82.50
003-271-017-000	308 ROSA AVE	82.50
003-271-018-000	310 ROSA AVE	82.50
003-271-019-000	312 ROSA AVE	82.50
003-271-020-000	314 ROSA AVE	82.50
003-271-021-000	315 PEACH PL	82.50
003-271-022-000	313 PEACH PL	82.50
003-271-023-000	311 PEACH PL	82.50
003-271-024-000	309 PEACH PL	82.50
003-271-025-000	307 PEACH PL	82.50
003-271-026-000	304 PEACH PL	82.50
003-271-027-000	306 PEACH PL	82.50
003-271-028-000	308 PEACH PL	82.50
003-271-029-000	310 PEACH PL	82.50
003-271-030-000	312 PEACH PL	82.50
003-271-031-000	803 APRICOT AVE	82.50
003-271-032-000	319 ANDERSON AVE	82.50
003-271-033-000	315 ANDERSON AVE	82.50
003-271-034-000	311 ANDERSON AVE	82.50
003-271-035-000	307 ANDERSON AVE	82.50
003-271-036-000	303 ANDERSON AVE	82.50
003-272-003-000	301 ROSA AVE	82.50
003-272-004-000	303 ROSA AVE	82.50
003-272-005-000	305 ROSA AVE	82.50
003-272-006-000	307 ROSA AVE	82.50
003-272-007-000	309 ROSA AVE	82.50
003-272-008-000	311 ROSA AVE	82.50
003-272-009-000	313 ROSA AVE	82.50
003-272-010-000	315 ROSA AVE	82.50
003-272-011-000	317 ROSA AVE	82.50
003-272-012-000	910 APRICOT AVE	82.50

APNFmt	Situs Address	Charge
003-272-013-000	908 APRICOT AVE	82.50
003-272-014-000	906 APRICOT AVE	82.50
003-272-015-000	904 APRICOT AVE	82.50
003-272-016-000	902 APRICOT AVE	82.50
003-272-017-000	900 APRICOT AVE	82.50
003-272-018-000	804 APRICOT AVE	82.50
003-272-019-000	802 APRICOT AVE	82.50
003-272-020-000	800 APRICOT AVE	82.50
003-273-001-000	213 ROSA AVE	82.50
003-273-002-000	211 ROSA AVE	82.50
003-273-003-000	209 ROSA AVE	82.50
003-273-004-000	207 ROSA AVE	82.50
003-273-005-000	205 ROSA AVE	82.50
003-273-006-000	203 ROSA AVE	82.50
003-273-007-000	201 ROSA AVE	82.50
003-274-001-000	212 ROSA AVE	82.50
003-274-002-000	210 ROSA AVE	82.50
003-274-003-000	208 ROSA AVE	82.50
003-274-004-000	206 ROSA AVE	82.50
003-274-005-000	204 ROSA AVE	82.50
003-274-006-000	202 ROSA AVE	82.50
003-274-007-000	200 ROSA AVE	82.50
003-274-008-000	902 MERMOD PL	82.50
003-274-009-000	203 LENIS AVE	82.50
003-274-010-000	205 LENIS AVE	82.50
003-274-011-000	207 LENIS AVE	82.50
003-274-012-000	209 LENIS AVE	82.50
003-274-013-000	211 LENIS AVE	82.50
003-274-014-000	213 LENIS AVE	82.50
003-275-001-000	905 MERMOD PL	82.50
003-275-002-000	907 MERMOD PL	82.50
003-275-003-000	909 MERMOD PL	82.50
003-275-004-000	1001 MERMOD PL	82.50
003-275-005-000	1003 MERMOD PL	82.50
003-275-006-000	903 MERMOD PL	26.25
003-275-007-000	901 MERMOD PL	82.50
003-275-008-000	805 MERMOD PL	82.50
003-275-009-000	803 MERMOD PL	82.50
003-275-010-000	113 ANDERSON AVE	82.50
003-276-001-000	213 ANDERSON AVE	82.50
003-276-002-000	212 LENIS AVE	82.50
003-276-003-000	210 LENIS AVE	82.50
003-276-004-000	208 LENIS AVE	82.50
003-276-005-000	206 LENIS AVE	82.50
003-276-006-000	204 LENIS AVE	82.50
003-276-007-000	202 LENIS AVE	82.50
003-276-008-000	806 MERMOD PL	82.50
003-276-009-000	201 ANDERSON AVE	82.50
003-276-010-000	203 ANDERSON AVE	82.50
003-276-011-000	205 ANDERSON AVE	82.50
003-276-012-000	207 ANDERSON AVE	82.50
003-276-013-000	209 ANDERSON AVE	82.50
003-276-014-000	211 ANDERSON AVE	82.50
003-281-007-000	718 HEMENWAY ST	82.50
003-281-008-000	716 HEMENWAY ST	82.50
003-281-009-000	714 HEMENWAY ST	82.50
003-281-010-000	712 HEMENWAY ST	82.50
003-281-011-000	710 HEMENWAY ST	82.50
003-281-012-000	708 HEMENWAY ST	82.50
003-281-013-000	700 HEMENWAY ST	82.50

APNFmt	Situs Address	Charge
003-281-016-000	301 GRANT AVE	82.50
003-281-034-000	213 GRANT AVE	82.50
003-281-035-000	215 GRANT AVE	82.50
003-282-002-000	18 ANDERSON AVE	990.00
003-282-003-000	14 ANDERSON AVE	577.50
003-282-004-000	12 ANDERSON AVE	82.50
003-282-011-000	704 RAILROAD AVE	660.00
003-282-018-000	11 GRANT AVE	26.25
003-282-019-000	106 ANDERSON AVE	330.00
003-282-020-000	RD	82.50
003-282-021-000	10 ANDERSON AVE	82.50
003-282-022-000	722 RAILROAD AVE	82.50
003-282-023-000	717 HEMENWAY ST	82.50
003-282-024-000	715 HEMENWAY ST	82.50
003-282-025-000	3 GRANT AVE	26.25
003-321-001-000	709 DUTTON ST	26.25
003-321-003-000	19 E GRANT AVE	82.50
003-321-004-000	15 E GRANT AVE	82.50
003-322-003-000	710 DUTTON ST	26.25
003-322-020-000	723 RAILROAD AVE	26.25
003-322-022-000	AVE	26.25
003-322-024-000	723 RAILROAD AVE	26.25
003-330-007-000	LN	82.50
003-330-011-000	801 DUTTON ST	3,217.50
003-330-013-000	CR 89	82.50
003-330-016-000	807 RAILROAD AVE	26.25
003-330-017-000	RAILROAD AVE	26.25
003-330-018-000	DUTTON ST	26.25
003-330-019-000	812 WALNUT LN	82.50
003-330-020-000	810 WALNUT LN	82.50
003-330-021-000	808 WALNUT LN	82.50
003-330-022-000	804 WALNUT LN	82.50
003-330-023-000	800 WALNUT LN	82.50
003-330-024-000	CR 89	82.50
003-341-001-000	401 PEAR PL	82.50
003-341-002-000	403 PEAR PL	82.50
003-341-003-000	405 PEAR PL	82.50
003-341-004-000	407 PEAR PL	82.50
003-341-005-000	406 PEAR PL	82.50
003-341-006-000	404 PEAR PL	82.50
003-341-007-000	402 PEAR PL	82.50
003-341-008-000	724 APRICOT AVE	82.50
003-341-009-000	720 APRICOT AVE	82.50
003-341-010-000	716 APRICOT AVE	82.50
003-341-011-000	403 PLUM PL	82.50
003-341-012-000	405 PLUM PL	82.50
003-341-013-000	407 PLUM PL	82.50
003-341-014-000	409 PLUM PL	82.50
003-341-015-000	411 PLUM PL	82.50
003-341-016-000	412 PLUM PL	82.50
003-341-017-000	410 PLUM PL	82.50
003-341-018-000	408 PLUM PL	82.50
003-341-019-000	406 PLUM PL	82.50
003-341-020-000	404 PLUM PL	82.50
003-341-021-000	402 PLUM PL	82.50
003-341-022-000	400 PLUM PL	82.50
003-341-023-000	401 LUIS PL	82.50
003-341-024-000	403 LUIS PL	82.50
003-341-025-000	405 LUIS PL	82.50
003-341-026-000	407 LUIS PL	82.50

APNFmt	Situs Address	Charge
003-341-027-000	409 LUIS PL	82.50
003-341-028-000	411 LUIS PL	82.50
003-341-029-000	412 LUIS PL	82.50
003-341-030-000	410 LUIS PL	82.50
003-341-031-000	408 LUIS PL	82.50
003-341-032-000	406 LUIS PL	82.50
003-341-033-000	404 LUIS PL	82.50
003-341-034-000	402 LUIS PL	82.50
003-341-035-000	400 LUIS PL	82.50
003-341-036-000	401 GRANT AVE	82.50
003-341-037-000	403 GRANT AVE	82.50
003-341-038-000	405 GRANT AVE	82.50
003-341-039-000	407 GRANT AVE	82.50
003-341-040-000	409 GRANT AVE	82.50
003-341-041-000	411 GRANT AVE	82.50
003-341-042-000	413 GRANT AVE	82.50
003-342-010-000	719 APRICOT AVE	82.50
003-342-011-000	721 APRICOT AVE	82.50
003-342-012-000	723 APRICOT AVE	82.50
003-342-015-000	717 APRICOT AVE	82.50
003-342-016-000	715 APRICOT AVE	82.50
003-342-017-000	713 APRICOT AVE	82.50
003-342-018-000	711 APRICOT AVE	82.50
003-342-019-000	709 APRICOT AVE	82.50
003-342-020-000	707 APRICOT AVE	82.50
003-342-021-000	705 APRICOT AVE	82.50
003-342-022-000	703 APRICOT AVE	82.50
003-342-023-000	701 APRICOT AVE	82.50
003-342-025-000	725 APRICOT AVE	82.50
003-350-002-000	807 WALNUT LN	82.50
003-350-003-000	803 WALNUT LN	82.50
003-350-004-000	711 WALNUT LN	82.50
003-350-005-000	709 WALNUT LN	82.50
003-350-007-000	121 E GRANT AVE	26.25
003-350-011-000	111 E GRANT AVE	26.25
003-350-012-000	115 E GRANT AVE	26.25
003-350-013-000	101 E GRANT AVE	82.50
003-360-001-000	844 WALNUT LN	82.50
003-360-002-000	842 WALNUT LN	82.50
003-360-010-000	1035 RAILROAD AVE	82.50
003-360-012-000	836 WALNUT LN	82.50
003-360-013-000	AVE	26.25
003-360-014-000	AVE	26.25
003-360-015-000	1029 RAILROAD AVE	26.25
003-360-016-000	1029 RAILROAD AVE	26.25
003-360-019-000	840 WALNUT LN	82.50
003-360-020-000	127 CARRION CT (PRIVAT CT	165.00
003-360-021-000	125 CARRION CT	82.50
003-360-022-000	126 CARRION CT (PRIVAT CT	82.50
003-360-023-000	128 CARRION CT (PRIVAT CT	82.50
003-360-027-000	955 RAILROAD AVE	6,105.00
003-360-028-000	WALNUT LN	82.50
003-370-006-000	400 MORGAN ST	3,135.00
003-370-023-000	509 EAST ST	82.50
003-370-024-000	507 EAST ST	82.50
003-370-025-000	505 EAST ST	26.25
003-370-026-000	511 EAST ST	82.50
003-370-027-000	180-188 E GRANT AVE	26.25
003-370-032-000	405 EAST ST	82.50
003-370-033-000	403 EAST ST	82.50

APNFmt	Situs Address	Charge
003-370-034-000	116 E BAKER ST	3,630.00
003-370-039-000	501 EAST ST	26.25
003-380-001-000	127 WESTWOOD CT	82.50
003-380-002-000	123 WESTWOOD CT	82.50
003-380-003-000	119 WESTWOOD CT	82.50
003-380-004-000	115 WESTWOOD CT	82.50
003-380-005-000	111 WESTWOOD CT	82.50
003-380-006-000	107 WESTWOOD CT	82.50
003-380-007-000	103 WESTWOOD CT	82.50
003-380-008-000	100 WESTWOOD CT	82.50
003-380-009-000	104 WESTWOOD CT	82.50
003-380-010-000	108 WESTWOOD CT	82.50
003-380-011-000	112 WESTWOOD CT	82.50
003-380-012-000	116 WESTWOOD CT	82.50
003-380-013-000	120 WESTWOOD CT	82.50
003-380-014-000	124 WESTWOOD CT	82.50
003-380-015-000	316 RUSSELL ST	82.50
003-380-016-000	129 RIVERVIEW CT	82.50
003-380-017-000	125 RIVERVIEW CT	82.50
003-380-018-000	121 RIVERVIEW CT	82.50
003-380-019-000	117 RIVERVIEW CT	82.50
003-380-020-000	113 RIVERVIEW CT	82.50
003-380-021-000	109 RIVERVIEW CT	82.50
003-380-022-000	105 RIVERVIEW CT	82.50
003-380-023-000	101 RIVERVIEW CT	82.50
003-380-024-000	102 RIVERVIEW CT	82.50
003-380-025-000	106 RIVERVIEW CT	82.50
003-380-026-000	110 RIVERVIEW CT	82.50
003-380-027-000	114 RIVERVIEW CT	82.50
003-380-028-000	118 RIVERVIEW CT	82.50
003-380-029-000	122 RIVERVIEW CT	82.50
003-380-030-000	126 RIVERVIEW CT	82.50
003-380-031-000	130 RIVERVIEW CT	82.50
003-391-001-000	790 APRICOT AVE	82.50
003-391-002-000	786 APRICOT AVE	82.50
003-391-003-000	782 APRICOT AVE	82.50
003-391-004-000	778 APRICOT AVE	82.50
003-391-005-000	AVE	82.50
003-392-001-000	720 HEMENWAY ST	82.50
003-392-002-000	777 APRICOT AVE	82.50
003-392-003-000	781 APRICOT AVE	82.50
003-392-004-000	785 APRICOT AVE	82.50
003-392-005-000	320 ANDERSON AVE	82.50
003-392-006-000	788 HILL PL	82.50
003-392-007-000	784 HILL PL	82.50
003-392-008-000	780 HILL PL	82.50
003-392-009-000	776 HILL PL	82.50
003-392-010-000	775 HILL PL	82.50
003-392-011-000	779 HILL PL	82.50
003-392-012-000	783 HILL PL	82.50
003-392-013-000	787 HILL PL	82.50
003-392-014-000	734 HEMENWAY ST	82.50
003-392-015-000	732 HEMENWAY ST	82.50
003-392-016-000	730 HEMENWAY ST	82.50
003-392-017-000	728 HEMENWAY ST	82.50
003-393-001-000	215 MERMOD RD	82.50
003-393-002-000	214 ANDERSON AVE	82.50
003-393-003-000	212 ANDERSON AVE	82.50
003-393-004-000	210 ANDERSON AVE	82.50
003-393-005-000	208 ANDERSON AVE	82.50

APNFmt	Situs Address	Charge
003-393-006-000	206 ANDERSON AVE	82.50
003-393-007-000	734 MERMOD PL	82.50
003-393-008-000	732 MERMOD PL	82.50
003-393-009-000	207 MERMOD RD	82.50
003-393-010-000	209 MERMOD RD	82.50
003-393-011-000	211 MERMOD RD	82.50
003-393-012-000	213 MERMOD RD	82.50
003-394-001-000	113 MERMOD RD	82.50
003-394-002-000	114 ANDERSON AVE	82.50
003-395-001-000	729 HEMENWAY ST	82.50
003-395-002-000	212 MERMOD RD	82.50
003-395-003-000	210 MERMOD RD	82.50
003-395-004-000	208 MERMOD RD	82.50
003-395-005-000	206 MERMOD RD	82.50
003-395-006-000	204 MERMOD RD	82.50
003-395-007-000	202 MERMOD RD	82.50
003-395-008-000	200 MERMOD RD	82.50
003-395-009-000	114 MERMOD RD	82.50
003-401-001-000	450 ABBEY ST	82.50
003-401-002-000	454 ABBEY ST	82.50
003-401-003-000	458 ABBEY ST	82.50
003-401-004-000	469 MAIN ST	82.50
003-401-005-000	463 MAIN ST	82.50
003-401-006-000	459 MAIN ST	82.50
003-401-007-000	455 MAIN ST	82.50
003-401-008-000	451 MAIN ST	82.50
003-402-001-000	468 MAIN ST	82.50
003-402-002-000	464 MAIN ST	82.50
003-402-003-000	460 MAIN ST	82.50
003-402-004-000	456 MAIN ST	82.50
003-402-005-000	500 ABBEY ST	82.50
003-402-006-000	502 ABBEY ST	82.50
003-402-007-000	504 ABBEY ST	82.50
003-402-008-000	506 ABBEY ST	82.50
003-402-009-000	508 ABBEY ST	82.50
003-402-010-000	510 ABBEY ST	82.50
003-402-011-000	512 ABBEY ST	82.50
003-402-012-000	514 ABBEY ST	82.50
003-402-013-000	516 ABBEY ST	82.50
003-402-014-000	518 ABBEY ST	82.50
003-402-015-000	400 DRY CREEK LN	82.50
003-402-016-000	402 DRY CREEK LN	82.50
003-402-017-000	404 DRY CREEK LN	82.50
003-402-018-000	406 DRY CREEK LN	82.50
003-402-019-000	408 DRY CREEK LN	82.50
003-402-020-000	410 DRY CREEK LN	82.50
003-402-021-000	412 DRY CREEK DR	82.50
003-402-022-000	414 DRY CREEK LN	82.50
003-402-023-000	416 DRY CREEK LN	82.50
003-402-024-000	418 DRY CREEK LN	82.50
003-403-001-000	508 MAIN ST	82.50
003-403-002-000	504 MAIN ST	82.50
003-403-003-000	500 MAIN ST	82.50
003-403-004-000	488 MAIN ST	82.50
003-403-005-000	484 MAIN ST	82.50
003-403-006-000	480 MAIN ST	82.50
003-403-007-000	476 MAIN ST	82.50
003-403-008-000	472 MAIN ST	82.50
003-403-009-000	501 ABBEY ST	82.50
003-403-010-000	503 ABBEY ST	82.50

APNfmt	Situs Address	Charge
003-403-011-000	505 ABBEY ST	82.50
003-403-012-000	401 DRY CREEK LN	82.50
003-403-013-000	403 DRY CREEK LN	82.50
003-403-014-000	405 DRY CREEK LN	82.50
003-403-015-000	407 DRY CREEK LN	82.50
003-403-016-000	409 DRY CREEK LN	82.50
003-403-017-000	411 DRY CREEK LN	82.50
003-403-018-000	413 DRY CREEK LN	82.50
003-403-019-000	415 DRY CREEK LN	82.50
003-403-020-000	417 DRY CREEK LN	82.50
003-403-022-000	512 MAIN ST	82.50
003-403-023-000	419 DRY CREEK LN	82.50
003-403-024-000	516 MAIN ST	82.50
003-404-001-000	450 EDWARDS ST	82.50
003-404-002-000	454 EDWARDS ST	82.50
003-404-003-000	458 EDWARDS ST	82.50
003-404-004-000	462 EDWARDS ST	82.50
003-404-005-000	466 EDWARDS ST	82.50
003-404-006-000	470 EDWARDS ST	82.50
003-404-007-000	474 EDWARDS ST	82.50
003-404-008-000	471 ABBEY ST	82.50
003-404-009-000	467 ABBEY ST	82.50
003-404-010-000	463 ABBEY ST	82.50
003-404-011-000	459 ABBEY ST	82.50
003-404-012-000	455 ABBEY ST	82.50
003-404-013-000	451 ABBEY ST	82.50
003-405-001-000	451 EDWARDS ST	82.50
003-405-002-000	455 EDWARDS ST	82.50
003-405-003-000	459 EDWARDS ST	82.50
003-405-004-000	463 EDWARDS ST	82.50
003-405-005-000	467 EDWARDS ST	82.50
003-405-006-000	471 EDWARDS ST	82.50
003-405-007-000	475 EDWARDS ST	82.50
003-405-008-000	507 MAIN ST	82.50
003-410-001-000	800 CARRION CIR	82.50
003-410-002-000	802 CARRION CIR	82.50
003-410-003-000	804 CARRION CIR	82.50
003-410-004-000	806 CARRION CIR	82.50
003-410-005-000	808 CARRION CIR	82.50
003-410-006-000	810 CARRION CIR	82.50
003-410-007-000	812 CARRION CIR	82.50
003-410-008-000	22 PRISCILLA CT	82.50
003-410-009-000	20 PRISCILLA CT	82.50
003-410-010-000	19 PRISCILLA CT	82.50
003-410-011-000	17 PRISCILLA CT	82.50
003-410-012-000	15 PRISCILLA CT	82.50
003-410-013-000	816 CARRION CIR	82.50
003-410-014-000	818 CARRION CIR	82.50
003-410-015-000	820 CARRION CIR	82.50
003-410-016-000	820 RAILROAD AVE	26.25
003-410-017-000	823 CARRION CIR	82.50
003-410-018-000	821 CARRION CIR	82.50
003-410-019-000	819 CARRION CIR	82.50
003-410-020-000	817 CARRION CIR	82.50
003-410-021-000	815 CARRION CIR	82.50
003-410-022-000	813 CARRION CIR	82.50
003-410-023-000	811 CARRION CIR	82.50
003-410-024-000	809 CARRION CIR	82.50
003-410-025-000	807 CARRION CIR	82.50
003-410-026-000	805 CARRION CIR	82.50

APN/Fmt	Situs Address	Charge
003-410-027-000	803 CARRION CIR	82.50
003-410-028-000	801 CARRION CIR	82.50
003-410-029-000	11 ANDERSON AVE	82.50
003-410-030-000	9 ANDERSON AVE	82.50
003-410-031-000	7 ANDERSON AVE	82.50
003-410-032-000	800 RAILROAD AVE	82.50
003-410-033-000	2 BETTY CT	82.50
003-410-034-000	4 BETTY CT	82.50
003-410-037-000	10 BETTY CT	82.50
003-410-038-000	9 BETTY CT	82.50
003-410-039-000	7 BETTY CT	82.50
003-410-040-000	5 BETTY CT	82.50
003-410-041-000	3 BETTY CT	82.50
003-410-042-000	1 BETTY CT	82.50
003-410-043-000	6 BETTY CT	82.50
003-410-045-000	8 BETTY CT	82.50
003-421-003-000	1000 HEMENWAY ST	82.50
003-421-004-000	1002 HEMENWAY ST	82.50
003-421-005-000	1004 HEMENWAY ST	82.50
003-421-006-000	1006 HEMENWAY ST	82.50
003-421-007-000	1008 HEMENWAY ST	82.50
003-421-008-000	1010 HEMENWAY ST	82.50
003-421-009-000	1012 HEMENWAY ST	82.50
003-421-010-000	1014 HEMENWAY ST	82.50
003-421-011-000	1016 HEMENWAY ST	82.50
003-421-012-000	1018 HEMENWAY ST	82.50
003-421-013-000	1020 HEMENWAY ST	82.50
003-422-001-000	1001 HEMENWAY ST	82.50
003-422-002-000	1003 HEMENWAY ST	82.50
003-422-003-000	1005 HEMENWAY ST	82.50
003-422-004-000	1007 HEMENWAY ST	82.50
003-422-005-000	1009 HEMENWAY ST	82.50
003-422-006-000	1011 HEMENWAY ST	82.50
003-422-007-000	1013 HEMENWAY ST	82.50
003-422-008-000	1015 HEMENWAY ST	82.50
003-422-009-000	1017 HEMENWAY ST	82.50
003-422-010-000	1019 HEMENWAY ST	82.50
003-422-011-000	1021 HEMENWAY ST	82.50
003-422-012-000	1204 ALMERIA AVE	82.50
003-422-013-000	1202 ALMERIA AVE	82.50
003-422-014-000	1200 ALMERIA AVE	82.50
003-422-015-000	1106 ALMERIA AVE	82.50
003-422-016-000	1104 ALMERIA AVE	82.50
003-422-017-000	1102 ALMERIA AVE	82.50
003-422-018-000	1100 ALMERIA AVE	82.50
003-422-019-000	206 ALMERIA PL	82.50
003-422-020-000	204 ALMERIA PL	82.50
003-422-021-000	202 ALMERIA PL	82.50
003-422-022-000	200 ALMERIA PL	82.50
003-423-001-000	204 NIEMANN ST	82.50
003-423-002-000	202 NIEMANN ST	82.50
003-423-003-000	200 NIEMANN ST	82.50
003-423-004-000	112 NIEMANN ST	82.50
003-423-005-000	110 NIEMANN ST	82.50
003-423-006-000	108 NIEMANN ST	82.50
003-423-007-000	106 NIEMANN ST	82.50
003-423-008-000	104 NIEMANN ST	82.50
003-423-009-000	102 NIEMANN ST	82.50
003-423-010-000	100 NIEMANN ST	82.50
003-423-011-000	98 NIEMANN ST	82.50

APNFmt	Situs Address	Charge
003-423-012-000	96 NIEMANN ST	82.50
003-423-013-000	97 MARTINEZ WAY	82.50
003-423-014-000	99 MARTINEZ WAY	82.50
003-423-015-000	101 MARTINEZ WAY	82.50
003-423-016-000	103 MARTINEZ WAY	82.50
003-423-017-000	105 MARTINEZ WAY	82.50
003-423-018-000	107 MARTINEZ WAY	82.50
003-423-019-000	109 MARTINEZ WAY	82.50
003-423-020-000	111 MARTINEZ WAY	82.50
003-423-021-000	113 MARTINEZ WAY	82.50
003-423-022-000	201 MARTINEZ WAY	82.50
003-423-023-000	203 MARTINEZ WAY	82.50
003-423-024-000	205 MARTINEZ WAY	82.50
003-424-001-000	204 MARTINEZ WAY	82.50
003-424-002-000	202 MARTINEZ WAY	82.50
003-424-003-000	200 MARTINEZ WAY	82.50
003-424-004-000	114 MARTINEZ WAY	82.50
003-424-005-000	112 MARTINEZ WAY	82.50
003-424-006-000	110 MARTINEZ WAY	82.50
003-424-007-000	108 MARTINEZ WAY	82.50
003-424-008-000	106 MARTINEZ WAY	82.50
003-424-009-000	104 MARTINEZ WAY	82.50
003-424-010-000	1104 MALAGA LN	82.50
003-424-011-000	1102 MALAGA LN	82.50
003-424-012-000	1100 MALAGA LN	82.50
003-424-013-000	103 ALMERIA PL	82.50
003-424-014-000	105 ALMERIA PL	82.50
003-424-015-000	107 ALMERIA PL	82.50
003-424-016-000	109 ALMERIA PL	82.50
003-424-017-000	111 ALMERIA PL	82.50
003-424-018-000	113 ALMERIA PL	82.50
003-424-019-000	201 ALMERIA PL	82.50
003-424-020-000	203 ALMERIA PL	82.50
003-424-021-000	205 ALMERIA PL	82.50
003-424-022-000	114 ALMERIA PL	82.50
003-424-023-000	112 ALMERIA PL	82.50
003-424-024-000	110 ALMERIA PL	82.50
003-424-025-000	108 ALMERIA PL	82.50
003-424-026-000	822 RAILROAD AVE	82.50
003-424-027-000	1101 MALAGA LN	82.50
003-424-028-000	1103 MALAGA LN	82.50
003-424-029-000	1105 MALAGA LN	82.50
003-430-008-000	ST	82.50
003-430-010-000	AVE	26.25
003-430-011-000	AVE	26.25
003-430-012-000	AVE	82.50
003-430-015-000	AVE	82.50
003-430-030-000	ST	82.50
003-430-033-000	ST	82.50
003-430-034-000	TAYLOR ST	26.25
003-441-001-000	1001 ADAMS LN	82.50
003-441-002-000	1003 ADAMS LN	82.50
003-441-003-000	1005 ADAMS LN	82.50
003-441-004-000	1007 ADAMS LN	82.50
003-441-005-000	1009 ADAMS LN	82.50
003-441-006-000	1011 ADAMS LN	82.50
003-441-007-000	1013 ADAMS LN	82.50
003-441-008-000	1015 ADAMS LN	82.50
003-441-009-000	1017 ADAMS LN	82.50
003-441-010-000	1019 ADAMS LN	82.50

APNFmt	Situs Address	Charge
003-441-011-000	1021 ADAMS LN	82.50
003-441-012-000	1023 ADAMS LN	82.50
003-441-013-000	1025 ADAMS LN	82.50
003-441-014-000	1027 ADAMS LN	82.50
003-441-015-000	1029 ADAMS LN	82.50
003-441-016-000	1031 ADAMS LN	82.50
003-441-017-000	1033 ADAMS LN	82.50
003-441-018-000	1035 ADAMS LN	82.50
003-441-019-000	1037 ADAMS LN	82.50
003-441-020-000	1039 ADAMS LN	82.50
003-441-021-000	901 VALLEY OAK DR	82.50
003-442-001-000	1000 ADAMS LN	82.50
003-442-002-000	1002 ADAMS LN	82.50
003-442-003-000	1004 ADAMS LN	82.50
003-442-004-000	1006 ADAMS LN	82.50
003-442-005-000	1008 ADAMS LN	82.50
003-442-006-000	1010 ADAMS LN	82.50
003-442-007-000	1012 ADAMS LN	82.50
003-442-008-000	1014 ADAMS LN	82.50
003-442-009-000	1016 ADAMS LN	82.50
003-442-010-000	1018 ADAMS LN	82.50
003-442-011-000	1020 ADAMS LN	82.50
003-442-012-000	1022 ADAMS LN	82.50
003-442-013-000	1024 ADAMS LN	82.50
003-442-014-000	1026 ADAMS LN	82.50
003-442-015-000	1028 ADAMS LN	82.50
003-442-016-000	1030 ADAMS LN	82.50
003-442-017-000	1032 ADAMS LN	82.50
003-442-018-000	1034 ADAMS LN	82.50
003-442-019-000	1036 ADAMS LN	82.50
003-442-020-000	805 VALLEY OAK DR	82.50
003-442-021-000	803 VALLEY OAK DR	82.50
003-442-022-000	801 VALLEY OAK DR	82.50
003-442-023-000	1133 MCARTHUR AVE	82.50
003-442-024-000	1129 MCARTHUR AVE	82.50
003-442-025-000	1125 MCARTHUR AVE	82.50
003-444-001-000	716 VALLEY OAK DR	82.50
003-444-002-000	714 VALLEY OAK DR	82.50
003-444-003-000	712 VALLEY OAK DR	82.50
003-444-004-000	710 VALLEY OAK DR	82.50
003-444-005-000	708 VALLEY OAK DR	82.50
003-444-006-000	706 VALLEY OAK DR	82.50
003-445-001-000	1124 MCARTHUR AVE	82.50
003-445-002-000	1128 MCARTHUR AVE	82.50
003-445-003-000	1132 MCARTHUR AVE	82.50
003-445-004-000	711 VALLEY OAK DR	82.50
003-445-005-000	709 VALLEY OAK DR	82.50
003-445-006-000	707 VALLEY OAK DR	82.50
003-445-007-000	705 VALLEY OAK DR	82.50
003-445-008-000	703 VALLEY OAK DR	82.50
003-445-010-000	701 VALLEY OAK DR	82.50
003-445-011-000	699 VALLEY OAK DR	82.50
003-450-001-000	101 QUAIL CT	82.50
003-450-002-000	103 QUAIL CT	82.50
003-450-003-000	105 QUAIL CT	82.50
003-450-004-000	107 QUAIL CT	82.50
003-450-005-000	108 QUAIL CT	82.50
003-450-006-000	106 QUAIL CT	82.50
003-450-007-000	104 QUAIL CT	82.50
003-450-008-000	102 QUAIL CT	82.50

APNFmt	Situs Address	Charge
003-450-009-000	100 QUAIL CT	82.50
003-450-014-000	1123 GRANT AVE	26.25
003-450-015-000	AVE	26.25
003-450-016-000	AVE	26.25
003-450-017-000	AVE	26.25
003-450-018-000	AVE	26.25
003-450-020-000	700 VALLEY OAK DR	26.25
003-460-001-000	1001 MCARTHUR AVE	82.50
003-460-002-000	1005 MCARTHUR AVE	82.50
003-460-003-000	1009 MCARTHUR AVE	82.50
003-460-004-000	1015 MCARTHUR AVE	82.50
003-460-005-000	1017 MCARTHUR AVE	82.50
003-460-006-000	1021 MCARTHUR AVE	82.50
003-460-007-000	1025 MCARTHUR AVE	82.50
003-460-008-000	1029 MCARTHUR AVE	82.50
003-460-009-000	1101 MCARTHUR AVE	82.50
003-460-010-000	1105 MCARTHUR AVE	82.50
003-460-011-000	1109 MCARTHUR AVE	82.50
003-460-012-000	1113 MCARTHUR AVE	82.50
003-460-013-000	1117 MCARTHUR AVE	82.50
003-460-014-000	1121 MCARTHUR AVE	82.50
003-461-001-000	840 JACKSON ST	82.50
003-461-002-000	836 JACKSON ST	82.50
003-461-003-000	832 JACKSON ST	82.50
003-461-004-000	828 JACKSON ST	82.50
003-461-005-000	824 JACKSON ST	82.50
003-461-006-000	820 JACKSON ST	82.50
003-461-007-000	816 JACKSON ST	82.50
003-461-008-000	812 JACKSON ST	82.50
003-461-009-000	808 JACKSON ST	82.50
003-461-010-000	804 JACKSON ST	82.50
003-461-011-000	800 JACKSON ST	82.50
003-462-001-000	832 JEFFERSON ST	82.50
003-462-002-000	828 JEFFERSON ST	82.50
003-462-003-000	824 JEFFERSON ST	82.50
003-462-004-000	820 JEFFERSON ST	82.50
003-462-005-000	816 JEFFERSON ST	82.50
003-462-006-000	812 JEFFERSON ST	82.50
003-462-007-000	808 JEFFERSON ST	82.50
003-462-008-000	804 JEFFERSON ST	82.50
003-462-009-000	800 JEFFERSON ST	82.50
003-462-010-000	801 JACKSON ST	82.50
003-462-011-000	805 JACKSON ST	82.50
003-462-012-000	809 JACKSON ST	82.50
003-462-013-000	813 JACKSON ST	82.50
003-462-014-000	817 JACKSON ST	82.50
003-462-015-000	821 JACKSON ST	82.50
003-462-016-000	825 JACKSON ST	82.50
003-462-017-000	829 JACKSON ST	82.50
003-462-018-000	833 JACKSON ST	82.50
003-463-001-000	824 LINCOLN LN	82.50
003-463-002-000	820 LINCOLN LN	82.50
003-463-003-000	816 LINCOLN LN	82.50
003-463-004-000	812 LINCOLN LN	82.50
003-463-005-000	808 LINCOLN LN	82.50
003-463-006-000	804 LINCOLN LN	82.50
003-463-007-000	800 LINCOLN ST	82.50
003-463-008-000	801 JEFFERSON ST	82.50
003-463-009-000	805 JEFFERSON ST	82.50
003-463-010-000	809 JEFFERSON ST	82.50

APNfmt	Situs Address	Charge
003-463-011-000	813 JEFFERSON ST	82.50
003-463-012-000	817 JEFFERSON ST	82.50
003-463-013-000	821 JEFFERSON ST	82.50
003-463-014-000	825 JEFFERSON ST	82.50
003-463-015-000	829 JEFFERSON ST	82.50
003-464-001-000	1104 WASHINGTON AVE	82.50
003-464-002-000	1100-2 WASHINGTON AVE	165.00
003-464-003-000	1024-26 WASHINGTON AVE	165.00
003-464-004-000	1020 WASHINGTON AVE	82.50
003-464-005-000	1016 WASHINGTON AVE	82.50
003-464-006-000	1012 WASHINGTON AVE	82.50
003-464-007-000	1008 WASHINGTON AVE	82.50
003-464-008-000	1004 WASHINGTON AVE	82.50
003-464-009-000	1000 WASHINGTON AVE	82.50
003-464-010-000	1108 WASHINGTON AVE	82.50
003-464-011-000	1112 WASHINGTON AVE	82.50
003-464-012-000	1116 WASHINGTON AVE	82.50
003-464-013-000	1120 WASHINGTON AVE	82.50
003-465-001-000	816 TAYLOR ST	82.50
003-465-002-000	812 TAYLOR ST	82.50
003-465-003-000	808 TAYLOR ST	82.50
003-465-004-000	804 TAYLOR ST	82.50
003-465-005-000	800 TAYLOR ST	82.50
003-465-006-000	801 LINCOLN LN	82.50
003-465-007-000	805 LINCOLN LN	82.50
003-465-008-000	809 LINCOLN LN	82.50
003-465-009-000	813 LINCOLN ST	82.50
003-465-010-000	817 LINCOLN LN	82.50
003-465-011-000	821 LINCOLN LN	82.50
003-466-001-000	711 TAYLOR ST	82.50
003-466-002-000	713 TAYLOR ST	82.50
003-466-003-000	717 TAYLOR ST	82.50
003-466-004-000	721 TAYLOR ST	82.50
003-466-005-000	801 TAYLOR ST	82.50
003-466-006-000	805 TAYLOR ST	82.50
003-466-007-000	809 TAYLOR ST	82.50
003-466-008-000	813 TAYLOR ST	82.50
003-466-009-000	817 TAYLOR ST	82.50
003-466-010-000	821 TAYLOR ST	82.50
003-466-011-000	901 TAYLOR ST	82.50
003-466-012-000	905 TAYLOR ST	82.50
003-467-001-000	803 W GRANT AVE	5,445.00
003-471-001-000	903 VALLEY OAK DR	82.50
003-471-002-000	905 VALLEY OAK DR	82.50
003-471-003-000	907 VALLEY OAK DR	82.50
003-471-004-000	1038 KENNEDY DR	82.50
003-471-005-000	1036 KENNEDY DR	82.50
003-471-006-000	1034 KENNEDY DR	82.50
003-471-007-000	1032 KENNEDY DR	82.50
003-471-008-000	1030 KENNEDY DR	82.50
003-471-009-000	1028 KENNEDY DR	82.50
003-471-010-000	1026 KENNEDY DR	82.50
003-471-011-000	1024 KENNEDY DR	82.50
003-471-012-000	1022 KENNEDY DR	82.50
003-471-013-000	1020 KENNEDY DR	82.50
003-471-014-000	1018 KENNEDY DR	82.50
003-471-015-000	1016 KENNEDY DR	82.50
003-471-016-000	1014 KENNEDY DR	82.50
003-471-017-000	1012 KENNEDY DR	82.50
003-471-018-000	1010 KENNEDY DR	82.50

APNFmt	Situs Address	Charge
003-471-019-000	1008 KENNEDY DR	82.50
003-471-020-000	1006 KENNEDY DR	82.50
003-471-021-000	1004 KENNEDY DR	82.50
003-471-022-000	1002 KENNEDY DR	82.50
003-471-023-000	1000 KENNEDY DR	82.50
003-472-001-000	1040 EISENHOWER WAY	82.50
003-472-002-000	1038 EISENHOWER WAY	82.50
003-472-003-000	1036 EISENHOWER WAY	82.50
003-472-004-000	1034 EISENHOWER WAY	82.50
003-472-005-000	1032 EISENHOWER WAY	82.50
003-472-006-000	1030 EISENHOWER WAY	82.50
003-472-007-000	1028 EISENHOWER WAY	82.50
003-472-008-000	1026 EISENHOWER WAY	82.50
003-472-009-000	1027 KENNEDY DR	82.50
003-472-010-000	1029 KENNEDY DR	82.50
003-472-011-000	1031 KENNEDY DR	82.50
003-472-012-000	1033 KENNEDY DR	82.50
003-472-013-000	1035 KENNEDY DR	82.50
003-472-014-000	1037 KENNEDY DR	82.50
003-472-015-000	1039 KENNEDY DR	82.50
003-472-016-000	1041 KENNEDY DR	82.50
003-473-001-000	1040 ROOSEVELT AVE	82.50
003-473-002-000	1038 ROOSEVELT AVE	82.50
003-473-003-000	1036 ROOSEVELT AVE	82.50
003-473-004-000	1034 ROOSEVELT AVE	82.50
003-473-005-000	1032 ROOSEVELT AVE	82.50
003-473-006-000	1030 ROOSEVELT AVE	82.50
003-473-007-000	1028 ROOSEVELT AVE	82.50
003-473-008-000	1026 ROOSEVELT AVE	82.50
003-473-009-000	1027 EISENHOWER WAY	82.50
003-473-010-000	1029 EISENHOWER WAY	82.50
003-473-011-000	1031 EISENHOWER WAY	82.50
003-473-012-000	1033 EISENHOWER WAY	82.50
003-473-013-000	1035 EISENHOWER WAY	82.50
003-473-014-000	1037 EISENHOWER WAY	82.50
003-473-015-000	1039 EISENHOWER WAY	82.50
003-473-016-000	1041 EISENHOWER WAY	82.50
003-474-002-000	1041 ROOSEVELT AVE	82.50
003-474-003-000	1039 ROOSEVELT AVE	82.50
003-474-004-000	1037 ROOSEVELT AVE	82.50
003-474-005-000	1035 ROOSEVELT AVE	82.50
003-474-006-000	1033 ROOSEVELT AVE	82.50
003-474-007-000	1031 ROOSEVELT AVE	82.50
003-474-008-000	1029 ROOSEVELT AVE	82.50
003-474-009-000	1027 ROOSEVELT AVE	82.50
003-474-010-000	1025 ROOSEVELT AVE	82.50
003-474-011-000	1023 ROOSEVELT AVE	82.50
003-474-012-000	1021 ROOSEVELT AVE	82.50
003-474-013-000	1019 ROOSEVELT AVE	82.50
003-474-014-000	1017 ROOSEVELT AVE	82.50
003-474-015-000	1015 ROOSEVELT AVE	82.50
003-474-016-000	1013 ROOSEVELT AVE	82.50
003-474-017-000	1011 ROOSEVELT AVE	82.50
003-474-018-000	1109 ROOSEVELT AVE	82.50
003-474-019-000	1107 ROOSEVELT AVE	82.50
003-474-020-000	1105 ROOSEVELT AVE	82.50
003-474-021-000	1103 ROOSEVELT AVE	82.50
003-474-022-000	1101 ROOSEVELT AVE	82.50
003-474-023-000	1007 ROOSEVELT AVE	82.50
003-474-026-000	1003 ROOSEVELT AVE	82.50

APNFmt	Situs Address	Charge
003-474-028-000	1001-05 ROOSEVELT AVE	82.50
003-475-001-000	1105 HOOVER ST	82.50
003-475-002-000	1103 HOOVER ST	82.50
003-475-003-000	1101 HOOVER ST	82.50
003-475-004-000	1007 HOOVER ST	82.50
003-475-005-000	1005 HOOVER ST	82.50
003-475-006-000	1003 HOOVER ST	82.50
003-475-007-000	1001 HOOVER ST	82.50
003-475-008-000	1017 KENNEDY DR	82.50
003-475-009-000	1015 KENNEDY DR	82.50
003-475-010-000	1013 KENNEDY DR	82.50
003-475-011-000	1011 KENNEDY DR	82.50
003-475-012-000	1012 TAFT CT	165.00
003-475-013-000	1014 TAFT CT	82.50
003-475-014-000	1016 TAFT CT	82.50
003-475-015-000	1018 TAFT CT	82.50
003-475-016-000	1017 TAFT CT	82.50
003-475-017-000	1015 TAFT CT	82.50
003-475-018-000	1013 TAFT CT	82.50
003-475-019-000	1011 TAFT CT	82.50
003-475-020-000	1012 ROOSEVELT AVE	82.50
003-475-021-000	1014 ROOSEVELT AVE	82.50
003-475-022-000	1016 ROOSEVELT AVE	82.50
003-475-023-000	1018 ROOSEVELT AVE	82.50
003-480-023-000	107 CASELLI CT	82.50
003-480-024-000	105 CASELLI CT	82.50
003-480-025-000	103 CASELLI CT	82.50
003-480-026-000	101 CASELLI CT	82.50
003-480-027-000	110 E MAIN ST	82.50
003-480-028-000	108 E MAIN ST	82.50
003-480-029-000	106 E MAIN ST	82.50
003-480-030-000	104 E MAIN ST	82.50
003-480-031-000	102 E MAIN ST	82.50
003-480-032-000	100 E MAIN ST	82.50
003-480-033-000	40 E MAIN ST	82.50
003-480-034-000	38 E MAIN ST	82.50
003-480-035-000	36 E MAIN ST	82.50
003-480-036-000	34 E MAIN ST	82.50
003-480-037-000	100 CASELLI CT	82.50
003-480-038-000	102 CASELLI CT	82.50
003-480-040-000	107 E MAIN ST	82.50
003-480-041-000	105 E MAIN ST	82.50
003-480-042-000	103 E MAIN ST	82.50
003-480-043-000	101 E MAIN ST	82.50
003-480-044-000	101 LAUREN CT	82.50
003-480-045-000	103 LAUREN CT	82.50
003-480-046-000	105 LAUREN CT	82.50
003-480-047-000	107 LAUREN CT	82.50
003-480-048-000	109 LAUREN CT	82.50
003-480-049-000	111 LAUREN CT	82.50
003-480-050-000	110 LAUREN CT	82.50
003-480-051-000	401 EAST ST	82.50
003-480-052-000	399 EAST ST	82.50
003-480-053-000	108 LAUREN CT	82.50
003-480-054-000	106 LAUREN CT	82.50
003-480-055-000	104 LAUREN CT	82.50
003-480-056-000	102 LAUREN CT	82.50
003-480-057-000	100 LAUREN CT	82.50
003-480-058-000	39 E MAIN ST	82.50
003-480-059-000	37 E MAIN ST	82.50

APN/Fmt	Situs Address	Charge
003-480-060-000	35 E MAIN ST	82.50
003-480-061-000	33 E MAIN ST	82.50
003-480-064-000	104 CASELLI CT	82.50
003-480-066-000	106 CASELLI CT	82.50
003-480-068-000	32 E MAIN ST	2,640.00
003-491-001-000	841 WALNUT LN	82.50
003-491-002-000	101 ORCHARD LN	82.50
003-491-003-000	103 ORCHARD LN	82.50
003-491-004-000	105 ORCHARD LN	82.50
003-491-005-000	107 ORCHARD LN	82.50
003-491-006-000	109 ORCHARD LN	82.50
003-491-007-000	111 ORCHARD LN	82.50
003-491-008-000	113 ORCHARD LN	82.50
003-491-009-000	115 ORCHARD LN	82.50
003-491-010-000	114 ORCHARD LN	82.50
003-491-011-000	112 ORCHARD LN	82.50
003-491-012-000	110 ORCHARD LN	82.50
003-491-013-000	108 ORCHARD LN	82.50
003-491-014-000	106 ORCHARD LN	82.50
003-491-015-000	104 ORCHARD LN	82.50
003-491-016-000	102 ORCHARD LN	82.50
003-491-017-000	100 ORCHARD LN	82.50
003-491-018-000	839 WALNUT LN	82.50
003-491-019-000	837 WALNUT LN	82.50
003-491-020-000	101 ALMOND DR	82.50
003-491-021-000	103 ALMOND DR	82.50
003-491-022-000	105 ALMOND DR	82.50
003-491-023-000	107 ALMOND DR	82.50
003-491-024-000	109 ALMOND DR	82.50
003-491-025-000	111 ALMOND DR	82.50
003-491-026-000	113 ALMOND DR	82.50
003-491-027-000	115 ALMOND DR	82.50
003-491-028-000	117 ALMOND DR	82.50
003-492-001-000	100 ALMOND DR	82.50
003-492-002-000	102 ALMOND DR	82.50
003-492-003-000	104 ALMOND DR	82.50
003-492-004-000	106 ALMOND DR	82.50
003-492-005-000	108 ALMOND DR	82.50
003-492-006-000	110 ALMOND DR	82.50
003-492-007-000	112 ALMOND DR	82.50
003-492-008-000	114 ALMOND DR	82.50
003-492-009-000	116 ALMOND DR	82.50
003-492-010-000	118 ALMOND DR	82.50
003-492-011-000	200 ALMOND DR	82.50
003-492-012-000	202 ALMOND DR	82.50
003-492-013-000	204 ALMOND DR	82.50
003-492-014-000	206 ALMOND DR	82.50
003-492-015-000	208 ALMOND DR	82.50
003-492-016-000	210 ALMOND DR	82.50
003-492-017-000	212 ALMOND DR	82.50
003-492-019-000	121 BROADVIEW LN	82.50
003-492-020-000	119 BROADVIEW LN	82.50
003-492-021-000	117 BROADVIEW LN	82.50
003-492-022-000	115 BROADVIEW LN	82.50
003-492-023-000	113 BROADVIEW LN	82.50
003-492-024-000	111 BROADVIEW LN	82.50
003-492-025-000	109 BROADVIEW LN	82.50
003-492-026-000	107 BROADVIEW LN	82.50
003-492-027-000	105 BROADVIEW LN	82.50
003-492-028-000	103 BROADVIEW LN	82.50

APNFmt	Situs Address	Charge
003-492-029-000	101 BROADVIEW LN	82.50
003-492-030-000	100 BROADVIEW LN	82.50
003-492-031-000	102 BROADVIEW LN	82.50
003-492-032-000	104 BROADVIEW LN	82.50
003-492-033-000	106 BROADVIEW LN	82.50
003-492-034-000	108 BROADVIEW LN	82.50
003-492-035-000	110 BROADVIEW LN	82.50
003-492-036-000	112 BROADVIEW LN	82.50
003-492-037-000	114 BROADVIEW LN	82.50
003-492-038-000	116 BROADVIEW LN	82.50
003-492-039-000	118 BROADVIEW LN	82.50
003-492-040-000	120 BROADVIEW LN	82.50
003-492-041-000	127 COLBY LN	82.50
003-492-042-000	125 COLBY LN	82.50
003-492-043-000	123 COLBY LN	82.50
003-492-044-000	121 COLBY LN	82.50
003-492-045-000	119 COLBY LN	82.50
003-492-046-000	117 COLBY LN	82.50
003-492-047-000	115 COLBY LN	82.50
003-492-048-000	113 COLBY LN	82.50
003-492-049-000	111 COLBY LN	82.50
003-492-050-000	109 COLBY LN	82.50
003-492-051-000	107 COLBY LN	82.50
003-492-052-000	105 COLBY LN	82.50
003-492-053-000	103 COLBY LN	82.50
003-492-054-000	101 COLBY LN	82.50
003-492-055-000	100 COLBY LN	82.50
003-492-056-000	102 COLBY LN	82.50
003-492-057-000	104 COLBY LN	82.50
003-492-058-000	106 COLBY LN	82.50
003-492-059-000	108 COLBY LN	82.50
003-492-060-000	110 COLBY LN	82.50
003-492-061-000	112 COLBY LN	82.50
003-492-062-000	114 COLBY LN	82.50
003-492-063-000	116 COLBY LN	82.50
003-492-064-000	118 COLBY LN	82.50
003-492-065-000	120 COLBY LN	82.50
003-492-066-000	122 COLBY LN	82.50
003-492-067-000	124 COLBY LN	82.50
003-492-068-000	126 COLBY LN	82.50
003-501-001-000	1033 VILLAGE CIR	82.50
003-501-002-000	1031 VILLAGE CIR	82.50
003-501-003-000	1029 VILLAGE CIR	82.50
003-501-004-000	1027 VILLAGE CIR	82.50
003-501-005-000	1025 VILLAGE CIR	82.50
003-501-006-000	1023 VILLAGE CIR	82.50
003-501-007-000	1008 BERRYESSA CT	82.50
003-501-008-000	1010 BERRYESSA CT	82.50
003-501-009-000	1012 BERRYESSA CT	82.50
003-501-010-000	1014 BERRYESSA CT	82.50
003-501-011-000	408 NIEMANN ST	82.50
003-501-012-000	406 NIEMANN ST	82.50
003-501-013-000	1016 BERRYESSA CT	82.50
003-501-014-000	404 NIEMANN ST	82.50
003-501-015-000	1015 BERRYESSA CT	82.50
003-501-016-000	1013 BERRYESSA CT	82.50
003-501-017-000	1011 BERRYESSA CT	82.50
003-501-018-000	1009 BERRYESSA CT	82.50
003-501-019-000	1008 HILLVIEW LN	82.50
003-501-020-000	1010 HILLVIEW LN	82.50

APN/Fmt	Situs Address	Charge
003-501-021-000	1012 HILLVIEW LN	82.50
003-501-022-000	1014 HILLVIEW LN	82.50
003-501-023-000	323 HILLVIEW LN	82.50
003-501-024-000	321 HILLVIEW LN	82.50
003-501-025-000	319 HILLVIEW LN	82.50
003-501-026-000	317 HILLVIEW LN	82.50
003-501-027-000	315 HILLVIEW LN	82.50
003-501-028-000	313 HILLVIEW LN	82.50
003-501-029-000	311 HILLVIEW LN	82.50
003-501-030-000	310 NIEMANN ST	82.50
003-501-031-000	312 NIEMANN ST	82.50
003-501-032-000	314 NIEMANN ST	82.50
003-501-033-000	316 NIEMANN ST	82.50
003-501-034-000	318 NIEMANN ST	82.50
003-501-035-000	320 NIEMANN ST	82.50
003-501-036-000	400 NIEMANN ST	82.50
003-501-037-000	402 NIEMANN ST	82.50
003-502-001-000	1009 HILLVIEW LN	82.50
003-502-002-000	1011 HILLVIEW LN	82.50
003-502-003-000	1013 HILLVIEW LN	82.50
003-502-004-000	316 HILLVIEW LN	82.50
003-502-005-000	314 HILLVIEW LN	82.50
003-502-006-000	312 HILLVIEW LN	82.50
003-502-007-000	1012 VILLAGE CIR	82.50
003-502-008-000	1010 VILLAGE CIR	82.50
003-502-009-000	1008 VILLAGE CIR	82.50
003-502-010-000	313 VILLAGE CIR	82.50
003-502-011-000	315 VILLAGE CIR	82.50
003-502-012-000	317 VILLAGE CIR	82.50
003-503-001-000	1032 VILLAGE CIR	82.50
003-503-002-000	1030 VILLAGE CIR	82.50
003-503-003-000	1028 VILLAGE CIR	82.50
003-503-004-000	1026 VILLAGE CIR	82.50
003-503-005-000	1024 VILLAGE CIR	82.50
003-503-006-000	1022 VILLAGE CIR	82.50
003-503-007-000	414 VILLAGE CIR	82.50
003-503-008-000	412 VILLAGE CIR	82.50
003-503-009-000	410 VILLAGE CIR	82.50
003-503-010-000	408 VILLAGE CIR	82.50
003-503-012-000	406 VILLAGE CIR	82.50
003-503-013-000	404 VILLAGE CIR	82.50
003-503-014-000	402 VILLAGE CIR	82.50
003-503-015-000	400 VILLAGE CIR	82.50
003-503-016-000	318 VILLAGE CIR	82.50
003-503-017-000	316 VILLAGE CIR	82.50
003-503-018-000	314 VILLAGE CIR	82.50
003-503-019-000	312 VILLAGE CIR	82.50
003-503-020-000	310 VILLAGE CIR	82.50
003-503-021-000	308 VILLAGE CIR	82.50
003-503-022-000	1005 VILLAGE CIR	82.50
003-503-023-000	1007 VILLAGE CIR	82.50
003-503-024-000	1009 VILLAGE CIR	82.50
003-503-025-000	1011 VILLAGE CIR	82.50
003-503-026-000	1013 VILLAGE CIR	82.50
003-503-027-000	1015 VILLAGE CIR	82.50
003-503-028-000	1017 VILLAGE CIR	82.50
003-503-029-000	1019 VILLAGE CIR	82.50
003-503-030-000	1021 VILLAGE CIR	82.50
003-510-007-000	718 LUPINE WAY	82.50
003-510-008-000	720 LUPINE WAY	82.50

APN/Fmt	Situs Address	Charge
003-510-009-000	722 LUPINE WAY	82.50
003-510-010-000	724 LUPINE WAY	82.50
003-510-011-000	726 LUPINE WAY	82.50
003-510-012-000	728 LUPINE WAY	82.50
003-510-013-000	730 LUPINE WAY	82.50
003-510-014-000	731 MAIN ST	82.50
003-510-015-000	729 MAIN ST	82.50
003-510-016-000	727 MAIN ST	82.50
003-510-017-000	725 MAIN ST	82.50
003-510-018-000	723 MAIN ST	82.50
003-510-019-000	721 MAIN ST	82.50
003-510-020-000	719 MAIN ST	82.50
003-511-001-000	743 MAIN ST	82.50
003-511-002-000	741 MAIN ST	82.50
003-511-003-000	739 MAIN ST	82.50
003-511-004-000	737 MAIN ST	82.50
003-511-005-000	735 MAIN ST	82.50
003-511-006-000	733 MAIN ST	82.50
003-511-007-000	732 FOXGLOVE CIR	82.50
003-511-008-000	734 FOXGLOVE CIR	82.50
003-511-009-000	736 FOXGLOVE CIR	82.50
003-511-010-000	738 FOXGLOVE CIR	82.50
003-511-011-000	713 FOXGLOVE CIR	82.50
003-511-012-000	711 FOXGLOVE CIR	82.50
003-511-013-000	709 FOXGLOVE CIR	82.50
003-511-014-000	707 FOXGLOVE CIR	82.50
003-511-015-000	620 FOXGLOVE CIR	82.50
003-511-016-000	615 FOXGLOVE CIR	82.50
003-512-001-000	710 FOXGLOVE CIR	82.50
003-512-002-000	708 FOXGLOVE CIR	82.50
003-512-003-000	706 FOXGLOVE CIR	82.50
003-512-004-000	618 FOXGLOVE CIR	82.50
003-512-005-000	636 FOXGLOVE CIR	82.50
003-512-006-000	634 FOXGLOVE CIR	82.50
003-512-007-000	632 FOXGLOVE CIR	82.50
003-512-008-000	615 IVY LOOP	82.50
003-512-009-000	706 IVY LOOP	82.50
003-512-010-000	708 IVY LOOP	82.50
003-512-011-000	712 IVY LOOP	82.50
003-513-001-000	641 FOXGLOVE CIR	82.50
003-513-002-000	639 FOXGLOVE CIR	82.50
003-513-003-000	637 FOXGLOVE CIR	82.50
003-513-004-000	635 FOXGLOVE CIR	82.50
003-513-005-000	633 FOXGLOVE CIR	82.50
003-513-006-000	631 FOXGLOVE CIR	82.50
003-513-007-000	609 IVY LOOP	82.50
003-513-008-000	607 IVY LOOP	82.50
003-513-009-000	605 IVY LOOP	82.50
003-513-010-000	603 IVY LOOP	82.50
003-513-011-000	601 IVY LOOP	82.50
003-513-012-000	631 IVY LOOP	82.50
003-513-013-000	629 IVY LOOP	82.50
003-513-014-000	627 IVY LOOP	82.50
003-513-015-000	625 IVY LOOP	82.50
003-513-016-000	623 IVY LOOP	82.50
003-513-017-000	621 IVY LOOP	82.50
003-514-001-000	606 IVY LOOP	82.50
003-514-002-000	604 IVY LOOP	82.50
003-514-003-000	602 IVY LOOP	82.50
003-514-004-000	600 IVY LOOP	82.50

APNFmt	Situs Address	Charge
003-514-005-000	626 IVY LOOP	165.00
003-514-006-000	624 IVY LOOP	82.50
003-514-007-000	601 SNAPDRAGON CT	82.50
003-514-008-000	621 FICUS WAY	82.50
003-514-009-000	625 FICUS WAY	82.50
003-515-001-000	629 SNAPDRAGON DR	82.50
003-515-002-000	627 SNAPDRAGON DR	82.50
003-515-003-000	625 SNAPDRAGON DR	82.50
003-515-004-000	623 SNAPDRAGON DR	82.50
003-515-005-000	621 SNAPDRAGON DR	82.50
003-515-006-000	611 SNAPDRAGON DR	82.50
003-515-007-000	609 SNAPDRAGON DR	82.50
003-515-008-000	607 SNAPDRAGON DR	82.50
003-515-009-000	624 FICUS WAY	82.50
003-515-010-000	626 FICUS WAY	82.50
003-515-011-000	628 FICUS WAY	82.50
003-515-012-000	630 FICUS WAY	82.50
003-516-001-000	727 LUPINE WAY	82.50
003-516-002-000	725 LUPINE WAY	82.50
003-516-003-000	723 LUPINE WAY	82.50
003-516-004-000	721 LUPINE WAY	82.50
003-516-005-000	719 LUPINE WAY	82.50
003-516-006-000	717 LUPINE WAY	82.50
003-516-007-000	620 SNAPDRAGON DR	82.50
003-516-008-000	622 SNAPDRAGON DR	82.50
003-516-009-000	624 SNAPDRAGON DR	82.50
003-516-010-000	626 SNAPDRAGON DR	82.50
003-516-011-000	628 SNAPDRAGON DR	82.50
003-516-012-000	630 SNAPDRAGON DR	82.50
003-516-013-000	632 SNAPDRAGON DR	82.50
003-516-014-000	729 LUPINE WAY	82.50
003-521-001-000	717 MAIN ST	82.50
003-521-002-000	715 MAIN ST	82.50
003-521-003-000	715 ASTER ST	82.50
003-521-004-000	713 ASTER ST	82.50
003-521-005-000	711 ASTER ST	82.50
003-521-006-000	709 ASTER ST	82.50
003-521-007-000	707 ASTER ST	82.50
003-521-008-000	716 LUPINE WAY	82.50
003-523-001-000	700 IVY LOOP	82.50
003-523-002-000	702 IVY LOOP	82.50
003-523-003-000	704 IVY CT	82.50
003-523-004-000	706 IVY CT	82.50
003-523-005-000	708 IVY CT	82.50
003-523-006-000	710 IVY CT	82.50
003-523-007-000	712 IVY CT	82.50
003-523-008-000	714 IVY CT	82.50
003-523-009-000	716 IVY CT	82.50
003-523-010-000	715 IVY CT	82.50
003-523-011-000	713 IVY CT	82.50
003-523-012-000	711 IVY CT	82.50
003-523-013-000	709 IVY CT	82.50
003-523-014-000	707 IVY CT	82.50
003-523-015-000	705 IVY CT	82.50
003-523-016-000	706 ASTER ST	82.50
003-523-017-000	708 ASTER ST	82.50
003-523-018-000	710 ASTER ST	82.50
003-523-019-000	712 ASTER ST	82.50
003-523-020-000	714 ASTER ST	82.50
003-523-021-000	716 ASTER ST	82.50

APN/Fmt	Situs Address	Charge
003-524-001-000	715 LUPINE WAY	82.50
003-524-002-000	713 LUPINE WAY	82.50
003-524-003-000	711 LUPINE WAY	82.50
003-524-004-000	709 LUPINE WAY	82.50
003-524-005-000	707 LUPINE WAY	82.50
003-524-006-000	705 LUPINE WAY	82.50
003-524-007-000	618 SNAPDRAGON DR	82.50
003-524-008-000	616 SNAPDRAGON DR	82.50
003-524-009-000	614 SNAPDRAGON DR	82.50
003-524-010-000	612 SNAPDRAGON DR	82.50
003-524-011-000	610 SNAPDRAGON DR	82.50
003-524-012-000	608 SNAPDRAGON DR	82.50
003-524-013-000	606 SNAPDRAGON DR	82.50
003-524-014-000	604 SNAPDRAGON CT	82.50
003-524-015-000	602 SNAPDRAGON CT	82.50
003-524-016-000	600 SNAPDRAGON CT	82.50
003-524-017-000	620 IVY LOOP	82.50
003-524-018-000	622 IVY LOOP	82.50
003-524-019-000	415 GRANT AVE	26.25
030-210-004-000	CR 89	82.50
030-220-008-000	111 NIEMANN ST	82.50
030-220-009-000	105 NIEMANN ST	82.50
030-220-010-000	T8N R1W POR SEC 21	26.25
030-220-027-000	R1W POR SEC 21	82.50
030-220-034-000	AVE	26.25
030-220-035-000	435 ANDERSON AVE	26.25
030-361-004-000	1204 VALLEY OAK DR	82.50
030-361-005-000	1202 VALLEY OAK DR	82.50
030-361-006-000	1200 VALLEY OAK DR	82.50
030-361-007-000	503 DORSET CT	82.50
030-361-008-000	505 DORSET CT	82.50
030-361-009-000	508 DORSET CT	82.50
030-361-010-000	506 DORSET CT	82.50
030-361-011-000	504 DORSET CT	82.50
030-361-012-000	502 DORSET CT	82.50
030-361-013-000	500 DORSET CT	82.50
030-361-014-000	1104 VALLEY OAK DR	82.50
030-361-015-000	1102 VALLEY OAK DR	82.50
030-361-016-000	1100 VALLEY OAK DR	82.50
030-361-017-000	401 COLUMBIA WAY	82.50
030-361-018-000	403 COLUMBIA WAY	82.50
030-361-019-000	405 COLUMBIA WAY	82.50
030-361-020-000	407 COLUMBIA WAY	82.50
030-361-021-000	409 COLUMBIA WAY	82.50
030-361-022-000	411 COLUMBIA WAY	82.50
030-361-023-000	413 COLUMBIA WAY	82.50
030-361-024-000	415 COLUMBIA WAY	82.50
030-361-025-000	417 COLUMBIA WAY	82.50
030-361-026-000	1005 SUFFOLK CT	82.50
030-361-028-000	1010 SUFFOLK CT	82.50
030-361-029-000	1008 SUFFOLK CT	82.50
030-361-030-000	1006 SUFFOLK CT	82.50
030-361-031-000	1004 SUFFOLK CT	82.50
030-361-032-000	1206 VALLEY OAK DR	82.50
030-362-001-000	404 COLUMBIA WAY	82.50
030-362-002-000	402 COLUMBIA WAY	82.50
030-362-003-000	400 COLUMBIA WAY	82.50
030-371-001-000	201 SUFFOLK PL	82.50
030-371-002-000	203 SUFFOLK PL	82.50
030-371-003-000	205 SUFFOLK PL	82.50

APNfmt	Situs Address	Charge
030-371-004-000	207 SUFFOLK PL	82.50
030-371-005-000	209 SUFFOLK PL	82.50
030-371-006-000	211 SUFFOLK PL	82.50
030-371-007-000	803 SUFFOLK PL	82.50
030-371-008-000	805 SUFFOLK PL	82.50
030-371-009-000	807 SUFFOLK PL	82.50
030-371-010-000	901 SUFFOLK PL	82.50
030-371-011-000	903 SUFFOLK PL	82.50
030-371-012-000	905 SUFFOLK PL	82.50
030-371-013-000	907 SUFFOLK PL	82.50
030-371-014-000	410 COLUMBIA WAY	82.50
030-371-015-000	408 COLUMBIA WAY	82.50
030-371-016-000	406 COLUMBIA WAY	82.50
030-371-017-000	301 HAMPSHIRE CT	82.50
030-371-018-000	303 HAMPSHIRE CT	82.50
030-371-019-000	305 HAMPSHIRE CT	82.50
030-371-020-000	307 HAMPSHIRE CT	82.50
030-371-021-000	309 HAMPSHIRE CT	82.50
030-371-022-000	311 HAMPSHIRE CT	82.50
030-371-023-000	308 HAMPSHIRE CT	82.50
030-371-024-000	306 HAMPSHIRE CT	82.50
030-371-025-000	304 HAMPSHIRE CT	82.50
030-371-026-000	302 HAMPSHIRE CT	82.50
030-371-027-000	300 HAMPSHIRE CT	82.50
030-372-001-000	1002 SUFFOLK CT	82.50
030-372-002-000	1000 SUFFOLK CT	82.50
030-372-003-000	906 SUFFOLK PL	82.50
030-372-004-000	904 SUFFOLK PL	82.50
030-372-005-000	902 SUFFOLK PL	82.50
030-372-006-000	900 SUFFOLK PL	82.50
030-372-007-000	810 SUFFOLK PL	82.50
030-372-008-000	808 SUFFOLK PL	82.50
030-372-009-000	806 SUFFOLK PL	82.50
030-372-010-000	804 SUFFOLK PL	82.50
030-372-011-000	802 SUFFOLK PL	82.50
030-372-012-000	800 SUFFOLK PL	82.50
030-372-013-000	212 SUFFOLK PL	82.50
030-372-014-000	210 SUFFOLK PL	82.50
030-372-015-000	208 SUFFOLK PL	82.50
030-372-016-000	902 SOUTHDOWN CT	82.50
030-372-017-000	904 SOUTHDOWN CT	82.50
030-372-018-000	906 SOUTHDOWN CT	82.50
030-372-019-000	908 SOUTHDOWN CT	82.50
030-372-020-000	910 SOUTHDOWN CT	82.50
030-372-021-000	909 SOUTHDOWN CT	82.50
030-372-022-000	907 SOUTHDOWN CT	82.50
030-372-023-000	905 SOUTHDOWN CT	82.50
030-372-024-000	903 SOUTHDOWN CT	82.50
030-372-025-000	901 SOUTHDOWN CT	82.50
030-381-001-000	410 MOODY SLOUGH RD	82.50
030-381-002-000	401 GRIFFIN WAY	82.50
030-381-003-000	403 GRIFFIN WAY	82.50
030-381-004-000	405 GRIFFIN WAY	82.50
030-381-005-000	407 GRIFFIN WAY	82.50
030-381-006-000	409 GRIFFIN WAY	82.50
030-381-007-000	1108 GRIFFIN WAY	82.50
030-381-010-000	1102 GRIFFIN WAY	82.50
030-381-011-000	1100 GRIFFIN WAY	82.50
030-381-013-000	1104 GRIFFIN WAY	82.50
030-381-015-000	1106 GRIFFIN WAY	82.50

APN/Fmt	Situs Address	Charge
030-382-001-000	402 GRIFFIN WAY	82.50
030-382-002-000	404 GRIFFIN WAY	82.50
030-382-003-000	406 GRIFFIN WAY	82.50
030-382-004-000	408 GRIFFIN WAY	82.50
030-382-005-000	409 NIEMANN ST	82.50
030-382-006-000	407 NIEMANN ST	82.50
030-382-007-000	405 NIEMANN ST	82.50
030-382-008-000	403 NIEMANN ST	82.50
030-391-001-000	443 COTTAGE CIR	82.50
030-391-002-000	439 COTTAGE CIR	82.50
030-391-003-000	435 COTTAGE CIR	82.50
030-391-004-000	431 COTTAGE CIR	82.50
030-391-005-000	427 COTTAGE CIR	82.50
030-391-006-000	423 COTTAGE CIR	82.50
030-391-007-000	419 COTTAGE CIR	82.50
030-391-010-000	410 ANDERSON AVE	82.50
030-391-011-000	414 ANDERSON AVE	82.50
030-391-012-000	418 ANDERSON AVE	82.50
030-391-013-000	422 ANDERSON AVE	82.50
030-391-014-000	426 ANDERSON AVE	82.50
030-391-015-000	430 ANDERSON AVE	82.50
030-391-016-000	434 ANDERSON AVE	82.50
030-391-017-000	438 ANDERSON AVE	82.50
030-391-018-000	442 ANDERSON AVE	82.50
030-391-019-000	415 COTTAGE CIR	82.50
030-391-021-000	411 COTTAGE CIR	82.50
030-392-001-000	474 COTTAGE CIR	82.50
030-392-002-000	470 COTTAGE CIR	82.50
030-392-003-000	466 COTTAGE CIR	82.50
030-392-004-000	462 COTTAGE CIR	82.50
030-392-005-000	458 COTTAGE CIR	82.50
030-392-006-000	CIR	82.50
030-392-007-000	430 COTTAGE CIR	82.50
030-392-009-000	422 COTTAGE CIR	82.50
030-392-010-000	418 COTTAGE CIR	82.50
030-392-011-000	414 COTTAGE CIR	82.50
030-392-012-000	410 COTTAGE CIR	82.50
030-392-013-000	408 COTTAGE CIR	82.50
038-050-013-000	27600 CR 90	26.25
038-050-019-000	LN	82.50
038-050-021-000	T8N R1W POR SEC 22	26.25
038-050-023-000	T8N R1W POR SEC 22	26.25
038-050-027-000	CR 89	26.25
038-050-029-000	901 E GRANT AVE	26.25
038-050-051-000	27710 CR 90	26.25
038-050-052-000	CR 89	26.25
038-050-057-000	999 E GRANT AVE	26.25
038-050-060-000	BLVD	26.25
038-050-063-000	AVE	26.25
038-050-068-000	CR 89	82.50
038-050-072-000	27852 CR 90	26.25
038-050-073-000	27990 CR 90	26.25
038-070-022-000	112 E MAIN ST	26.25
038-070-028-000	T8N R1W	26.25
038-070-029-000	PCL 2 GATEWAY DR	26.25
038-070-030-000	PCL 4 GATEWAY DR	26.25
038-070-031-000	PCL 3 GATEWAY DR	26.25
038-070-032-000	PCL 1 GATEWAY DR	26.25
038-070-035-000	RUSSELL/BAKER/MAIN	82.50
038-070-037-000	GRANT AVE	82.50

APN/Fmt	Situs Address	Charge
038-070-038-000	GRANT AVE	26.25
038-070-039-000	BAKER ST	26.25
038-170-002-000	412 MANZANITA WAY	82.50
038-170-003-000	408 MANZANITA WAY	82.50
038-170-004-000	404 MANZANITA WAY	82.50
038-170-005-000	400 MANZANITA WAY	82.50
038-170-006-000	216 BLUE OAK LN	82.50
038-170-007-000	220 BLUE OAK LN	82.50
038-170-008-000	312 E MAIN ST	82.50
038-170-009-000	308 E MAIN ST	82.50
038-170-010-000	304 E MAIN ST	82.50
038-170-011-000	300 E MAIN ST	82.50
038-170-012-000	221 TOYON LN	82.50
038-170-013-000	217 TOYON LN	82.50
038-170-014-000	224 TOYON LN	82.50
038-170-015-000	212 E MAIN ST	82.50
038-170-016-000	208 E MAIN ST	82.50
038-170-017-000	204 E MAIN ST	82.50
038-170-018-000	200 E MAIN ST	82.50
038-170-019-000	225 CREEKSIDE WAY	82.50
038-180-001-000	201 MADRONE CT	82.50
038-180-002-000	MADRONE CT	82.50
038-180-003-000	209 MADRONE CT	82.50
038-180-004-000	208 MADRONE CT	82.50
038-180-007-000	201 CREEKSIDE WAY	82.50
038-180-008-000	205 CREEKSIDE WAY	82.50
038-180-009-000	209 CREEKSIDE WAY	82.50
038-180-010-000	213 CREEKSIDE WAY	82.50
038-180-011-000	217 CREEKSIDE WAY	82.50
038-180-012-000	221 CREEKSIDE WAY	82.50
038-180-013-000	220 TOYON LN	82.50
038-180-014-000	216 TOYON LN	82.50
038-180-015-000	212 TOYON LN	82.50
038-180-016-000	208 TOYON LN	82.50
038-180-017-000	204 TOYON LN	82.50
038-180-018-000	200 TOYON LN	82.50
038-180-019-000	301 CREEKSIDE WAY	82.50
038-180-020-000	305 CREEKSIDE WAY	82.50
038-180-021-000	205 TOYON LN	82.50
038-180-022-000	209 TOYON LN	82.50
038-180-023-000	213 TOYON LN	82.50
038-180-024-000	212 BLUE OAK LN	82.50
038-180-025-000	208 BLUE OAK LN	82.50
038-180-026-000	204 BLUE OAK LN	82.50
038-180-027-000	309 CREEKSIDE WAY	82.50
038-180-028-000	313 CREEKSIDE WAY	82.50
038-180-029-000	401 CREEKSIDE WAY	82.50
038-180-030-000	405 CREEKSIDE WAY	82.50
038-180-031-000	205 BLUE OAK LN	82.50
038-180-032-000	209 BLUE OAK LN	82.50
038-180-033-000	208 MAPLE LN	82.50
038-180-034-000	204 MAPLE LN	82.50
038-180-035-000	409 CREEKSIDE WAY	82.50
038-180-036-000	413 CREEKSIDE WAY	82.50
038-180-037-000	412 CREEKSIDE WAY	82.50
038-180-038-000	408 CREEKSIDE WAY	82.50
038-180-039-000	404 CREEKSIDE WAY	82.50
038-180-040-000	400 CREEKSIDE WAY	82.50
038-180-041-000	316 CREEKSIDE WAY	82.50
038-180-042-000	312 CREEKSIDE WAY	82.50

APN/Fmt	Situs Address	Charge
038-180-043-000	308 CREEKSIDE WAY	82.50
038-180-044-000	304 CREEKSIDE WAY	82.50
038-180-045-000	300 CREEKSIDE WAY	82.50
038-180-047-000	200 MADRONE CT	82.50
038-190-002-000	421 E MAIN ST	82.50
038-190-003-000	417 E MAIN ST	82.50
038-190-004-000	413 E MAIN ST	82.50
038-190-005-000	409 E MAIN ST	82.50
038-190-006-000	405 E MAIN ST	82.50
038-190-007-000	401 E MAIN ST	82.50
038-190-008-000	309 E MAIN ST	82.50
038-190-009-000	305 E MAIN ST	82.50
038-190-010-000	301 E MAIN ST	82.50
038-190-011-000	213 E MAIN ST	82.50
038-190-012-000	211 E MAIN ST	82.50
038-190-013-000	209 E MAIN ST	82.50
038-190-014-000	207 E MAIN ST	82.50
038-190-015-000	205 E MAIN ST	82.50
038-190-016-000	203 E MAIN ST	82.50
038-190-017-000	201 E MAIN ST	82.50
038-190-018-000	200 WHITE OAK LN	82.50
038-190-019-000	204 WHITE OAK LN	82.50
038-190-020-000	208 WHITE OAK LN	82.50
038-190-021-000	212 WHITE OAK LN	82.50
038-190-022-000	216 WHITE OAK LN	82.50
038-190-023-000	220 WHITE OAK LN	82.50
038-190-024-000	224 WHITE OAK LN	82.50
038-190-025-000	300 WHITE OAK LN	82.50
038-190-026-000	304 WHITE OAK LN	82.50
038-190-027-000	308 WHITE OAK LN	82.50
038-190-028-000	312 WHITE OAK LN	82.50
038-190-029-000	316 WHITE OAK LN	82.50
038-190-030-000	320 WHITE OAK LN	82.50
038-190-031-000	400 WHITE OAK LN	82.50
038-190-032-000	404 WHITE OAK LN	82.50
038-190-035-000	ST	82.50
038-190-036-000	309 WHITE OAK LN	82.50
038-190-037-000	308 E BAKER ST	82.50
038-190-038-000	304 E BAKER ST	82.50
038-190-039-000	300 E BAKER ST	82.50
038-190-040-000	220 E BAKER ST	82.50
038-190-041-000	216 E BAKER ST	82.50
038-190-042-000	212 E BAKER ST	82.50
038-190-043-000	208 E BAKER ST	82.50
038-190-044-000	204 E BAKER ST	82.50
038-190-045-000	200 E BAKER ST	82.50
038-190-046-000	201 WHITE OAK LN	82.50
038-190-047-000	205 WHITE OAK LN	82.50
038-190-048-000	209 WHITE OAK LN	82.50
038-190-049-000	213 WHITE OAK LN	82.50
038-190-050-000	217 WHITE OAK LN	82.50
038-190-051-000	221 WHITE OAK LN	82.50
038-190-052-000	225 WHITE OAK LN	82.50
038-190-053-000	301 WHITE OAK LN	82.50
038-190-054-000	305 WHITE OAK LN	82.50
038-190-056-000	408 WHITE OAK LN	82.50
038-201-001-000	220 WILDROSE DR	82.50
038-201-002-000	613 MANZANITA WAY	82.50
038-201-003-000	609 MANZANITA WAY	82.50
038-201-004-000	605 MANZANITA WAY	82.50

APNFmt	Situs Address	Charge
038-201-005-000	601 MANZANITA WAY	82.50
038-201-006-000	221 RED BUD LN	82.50
038-201-007-000	225 RED BUD LN	82.50
038-201-008-000	229 RED BUD LN	82.50
038-201-009-000	233 RED BUD LN	82.50
038-201-010-000	237 RED BUD LN	82.50
038-201-011-000	241 RED BUD LN	82.50
038-201-012-000	245 RED BUD LN	82.50
038-201-013-000	249 RED BUD LN	82.50
038-201-014-000	248 WILDROSE DR	82.50
038-201-015-000	244 WILDROSE DR	82.50
038-201-016-000	240 WILDROSE DR	82.50
038-201-017-000	236 WILDROSE DR	82.50
038-201-018-000	232 WILDROSE DR	82.50
038-201-019-000	228 WILDROSE DR	82.50
038-201-020-000	224 WILDROSE DR	82.50
038-202-001-000	600 MANZANITA WAY	82.50
038-202-002-000	604 MANZANITA WAY	82.50
038-202-003-000	608 MANZANITA WAY	82.50
038-202-004-000	612 MANZANITA WAY	82.50
038-202-005-000	208 WILDROSE DR	82.50
038-202-006-000	204 WILDROSE DR	82.50
038-202-007-000	200 WILDROSE DR	82.50
038-202-008-000	196 WILDROSE DR	82.50
038-202-009-000	605 CREEKSIDE WAY	82.50
038-202-010-000	601 CREEKSIDE WAY	82.50
038-202-011-000	197 RED BUD LN	82.50
038-202-012-000	201 RED BUD LN	82.50
038-202-013-000	205 RED BUD LN	82.50
038-202-014-000	209 RED BUD LN	82.50
038-203-001-000	245 WILDROSE DR	82.50
038-203-002-000	241 WILDROSE DR	82.50
038-203-003-000	237 WILDROSE DR	82.50
038-203-004-000	233 WILDROSE DR	82.50
038-203-005-000	229 WILDROSE DR	82.50
038-203-006-000	225 WILDROSE DR	82.50
038-203-007-000	221 WILDROSE DR	82.50
038-203-008-000	217 WILDROSE DR	82.50
038-203-009-000	213 WILDROSE DR	82.50
038-203-010-000	209 WILDROSE DR	82.50
038-203-011-000	205 WILDROSE DR	82.50
038-203-012-000	201 WILDROSE DR	82.50
038-203-013-000	197 WILD ROSE LN	82.50
038-203-014-000	193 WILDROSE DR	82.50
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038-203-016-000	612 CREEKSIDE WAY	82.50
038-203-017-000	608 CREEKSIDE WAY	82.50
038-203-019-000	LN	82.50
038-203-020-000	512 CREEKSIDE WAY	82.50
038-203-021-000	508 CREEKSIDE WAY	82.50
038-203-022-000	504 CREEKSIDE WAY	82.50
038-203-023-000	500 CREEKSIDE WAY	82.50
038-204-001-000	513 CREEKSIDE WAY	82.50
038-204-002-000	509 CREEKSIDE WAY	82.50
038-204-003-000	505 CREEKSIDE WAY	82.50
038-204-004-000	501 CREEKSIDE WAY	82.50
038-204-005-000	205 MAPLE LN	82.50
038-204-006-000	204 RED BUD LN	82.50
038-204-007-000	208 RED BUD LN	82.50
038-204-008-000	209 MAPLE LN	82.50

APNFmt	Situs Address	Charge
038-204-009-000	500 MANZANITA WAY	82.50
038-204-010-000	504 MANZANITA WAY	82.50
038-204-011-000	508 MANZANITA WAY	82.50
038-204-012-000	512 MANZANITA WAY	82.50
038-205-001-000	220 RED BUD LN	82.50
038-205-002-000	224 RED BUD LN	82.50
038-205-003-000	228 RED BUD LN	82.50
038-205-004-000	232 RED BUD LN	82.50
038-205-005-000	236 RED BUD LN	82.50
038-205-006-000	240 RED BUD LN	82.50
038-205-007-000	244 RED BUD LN	82.50
038-205-009-000	245 MAPLE LN	82.50
038-205-010-000	241 MAPLE LN	82.50
038-205-011-000	237 MAPLE LN	82.50
038-205-012-000	233 MAPLE LN	82.50
038-205-013-000	229 MAPLE LN	82.50
038-205-014-000	225 MAPLE LN	82.50
038-205-015-000	221 MAPLE LN	82.50
038-205-016-000	501 MANZANITA WAY	82.50
038-205-017-000	505 MANZANITA WAY	82.50
038-205-018-000	509 MANZANITA WAY	82.50
038-205-019-000	513 MANZANITA WAY	82.50
038-210-001-000	ST	82.50
038-210-002-000	ST	82.50
038-210-004-000	ST	82.50
038-210-005-000	ST	82.50
038-210-006-000	ST	82.50
038-210-007-000	ST	82.50
038-210-008-000	ST	82.50
038-210-009-000	ST	82.50
038-210-010-000	ST	82.50
038-210-011-000	ST	82.50
038-220-008-000	504 E BAKER ST	82.50
038-220-009-000	500 E BAKER ST	82.50
038-220-010-000	516 E MAIN ST	82.50
038-220-011-000	512 E MAIN ST	82.50
038-220-012-000	508 E MAIN ST	82.50
910-001-425-000	803 W GRANT AVE ##47	82.50
910-004-496-000	803 W GRANT AVE ##50	82.50
910-004-497-000	803 W GRANT AVE ##45	82.50
910-004-498-000	803 W GRANT AVE ##37	82.50
910-004-499-000	803 W GRANT AVE ##80	82.50
910-004-500-000	803 W GRANT AVE ##52	82.50
910-004-501-000	803 W GRANT AVE ##27	82.50
910-004-502-000	803 W GRANT AVE ##10	82.50
910-004-503-000	803 W GRANT AVE ##4	82.50
910-004-504-000	803 W GRANT AVE ##8	82.50
910-004-505-000	803 W GRANT AVE ##54	82.50
910-004-506-000	803 W GRANT AVE ##60	82.50
910-004-507-000	803 W GRANT AVE ##66	82.50
910-004-508-000	803 W GRANT AVE ##69	82.50
910-004-509-000	803 W GRANT AVE ##55	82.50
910-004-510-000	803 W GRANT AVE ##65	82.50
910-004-511-000	803 W GRANT AVE ##75	82.50
910-004-512-000	803 W GRANT AVE ##81	82.50
Total		\$195,112.50
Parcel Count		2,028



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Approve request for Budget Adjustment in the amount of \$8000, to purchase Used Miles Electric Vehicle as a replacement for the 2003 GEM Electric Vehicle

RECOMMENDATION: Approve request for Budget Adjustment in the amount of \$8000, to purchase Used Miles Electric Vehicle as a replacement for the 2003 Gem Electric Vehicle.

BACKGROUND: The City has two GEM electric vehicles that are used regularly by several staff members. These vehicles are becoming unreliable and need to be upgraded. Staff has located two Miles Electric vehicles that are demo vehicles, with very low mileage and still under warranty. The used Miles vehicles will be purchased for \$8000 each. This is a substantial savings, given that the newer similar models are selling for \$18000 each. The Miles vehicles are 4 passenger all weather vehicles, which will be much more versatile for staff to use year round.

Staff had written a grant to fund the purchase of both vehicles and was recently notified that the grant will not be funded. As a backup staff has budgeted funds to purchase one vehicle in the 2012/2013 fiscal year. Given the affordability and funds being available in the current fiscal year, staff is requesting a budget adjustment to enable the purchase of a second vehicle.

Old GEMS will be sold as surplus vehicles

FISCAL IMPACT: Estimate is \$8,000 from the Capital Equipment funds

MILES ZX40S

Advanced Design

With AC Motor
Technology



Zero Emissions. No Gas Required. The ZX40S Advanced Design, with its enclosed interior and hatchback features, is the most dynamic all electric, low speed passenger car on the market – A multipurpose, green solution for safely transporting people and sensitive equipment.

SAFE

- All steel body construction and side impact door beams
- Crash resistant bumpers and impact absorbing steering column
- DOT compliant seatbelts, tires and tempered safety glass throughout
- Street legal to 25 mph

ACCOMMODABLE

- Heater/front and rear defroster
- Front and rear windshield wipers
- Alloy rims
- Electric mirrors
- Functional design inside and out
- Spacious interior with rear fold forward seats to increase cargo area

OPTIONS

Many customizable options including:

- Air conditioning
- Thermal management system
- AM/FM/CD audio system

PERFORMANCE

- Advanced brushless, 3 phase induction AC motor
- Regenerative braking
- Superior hill climbing ability
- 40-45 mile driving range*

SMART

- Easily charged at any standard 110V outlet
- On average, costs 2-3 cents per mile to drive
- Prevent over 12,000 pounds of annual tailpipe emissions for every gas powered vehicle replaced with an EV**

* Under normal stop and go driving conditions after battery break-in
** According to EPA estimates EPA420-F-05-004 February 2005



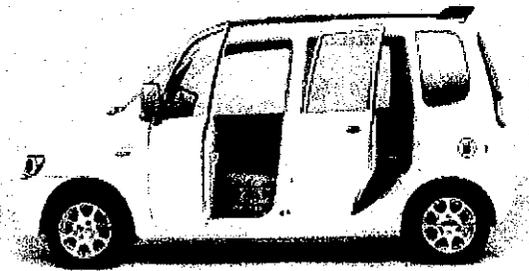
MILES

ELECTRIC VEHICLES

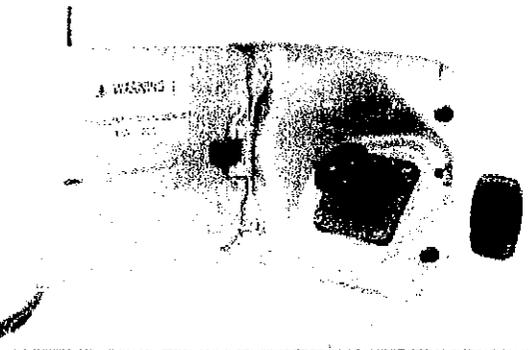
www.miles-ev.com

100% Recycled Paper

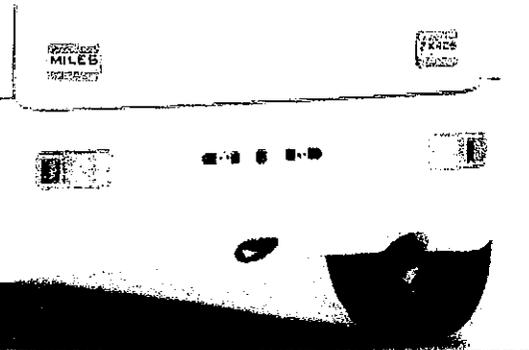
ADVANCED DESIGN



Side doors open



On-board charging port



No exhaust

Maximum Speed	25 mph
Average Range	40-45 miles*
Acceleration	0-20 mph in 4.1 seconds
Dimensions	134" x 58" x 67"
GVWR	2,998 lbs (1,360 kg)
Curb Weight	2,350 lbs (1,066 kg)
Braking Distance	26' from 25 mph to 0 mph
Wheel Base	94"
Cargo Capacity	20.09 cubic ft
Max Grade Ability	36.8%

Battery System

Type	Advanced sealed, absorbed glass mat (AGM), valve regulated, maintenance free lead-acid
Capacity	150 Ah
Estimated Battery Life	25,000 miles
Number of Batteries	6
Aux. Battery Type	12 V

Motor

Type	Brushless, 3 phase induction AC motor
Rated/Peak Power	7.5 kW/26 kW (10 hp/35 hp)
Rated Voltage	72 V
Maximum Torque	115 ft-lbs

Charger

Charging Time	4-6 hours (from 50% SOC to full charge)
AC Input Range	85 V - 265 V (45 Hz to 65 Hz)
Max. Charging Current	12 Amp
Max. Output Power	1,200 W

Chassis

Rated Voltage	72 V
Rated Current	550 Amp

The MILES ZX40S *Advanced Design* exceeds the requirements of the NHTSA Standard 500 Regulation.

* Under normal stop and go driving conditions after battery break-in



MILES

ELECTRIC VEHICLES

www.miles-ev.com



Westlake Village, CA 91362
 T - 916-796-3901
 F - 916-550-2682
 www.milesev.com

1 REQUEST FOR QUOTE FORM: ZX40-DC, ZX40S-DC, ZX40S-AD, ZX40ST-AD

DATE: 3/20/2012 - M - 1001	EXPIRES: As soon as Sold
	SALES REP: Dan Christy

SUBMITTED TO:

COMPANY: City of Winters	OFFICE: 530-495-4190 x 115
CONTACT: Carol Scianna - Environmental Services Manager	CELL PHONE:
ADDRESS: 318 1st Street	FAX: 530-495-4935
CITY/STATE/ZIP: Winters, CA 94694	EMAIL: carol.scianna@cityofwinters.org

QTY	MODEL	YEAR	COLOR	LIST PRICE	DISCOUNT	SALE PRICE	TOTAL
2	ZX40S-AD	2009	WHITE	\$ 17,900.00	\$ 10,000.00	\$ 7,900.00	\$ 15,800.00
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -

NOTES: DOT Certified, STANDARD 500 Compliant. Maximum regulated speed of 25 miles per hour. 12 month basic vehicle warranty.

VEHICLE TOTAL \$ 15,800.00

2 INLAND FREIGHT AND DELIVERY (Non-Taxable Item) \$ 895.00 \$ 1,790.00

QTY	ACCESSORY	PART #	SALE PRICE	TOTAL
2	Air Conditioning	OPT-C-000	\$ 4,190.00	NO CHARGE
2	Stereo System - AM/FM Radio/ CD Player	OPT-C-003	\$ 650.00	NO CHARGE
2	Window Tinting	OPT-C-002	\$ 550.00	NO CHARGE
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

ACCESSORY TOTAL

VEHICLE TOTAL \$ 15,800.00

SUBTOTAL \$ 15,800.00

SALES TAX EXEMPT

LICENSE & TITLE FEES EXEMPT

FREIGHT & DELIVERY \$ 1,790.00

CA Tire Tax \$ 17.50

DEPOSIT \$ -

TOTAL \$ 17,607.50

Warranty: Vehicle is covered by a 12-month basic warranty. Note exceptions and actions which will void warranty.

Taxes: The Seller will collect all applicable sales taxes. Tax Exemption Certificates are to be furnished by the Purchaser and will be completed by Seller.

Delivery: Within 120 days of receipt of Purchase Order.

Payment: Payment by bank wire transfer or check due net 20 days.

Because of Large Discounts on 2009 Vehicles the payment is Net 20 Days



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Approve amendment to the Service Agreement No.007-09 with Luhdorff and Scalminini for out of scope services provided for construction of Well 7, in the amount of \$12,806.37

RECOMMENDATION: Approve amendment to the Service Agreement No.007-09 with Luhdorff and Scalminini for out of scope services provided for construction of Well 7, in the amount of \$12,806.37

BACKGROUND: During the construction phase of Well 7, Luhdorff and Scalminini (LSCE) incurred additional engineering costs, outside of the scope of work in their initial Consultant Services Agreement No. 007-09. The amount requested from LSCE for out of scope work performed by them and their subcontractors totaled \$25, 952.95.

Over the past several months the City's staff engineer at Ponticello has reviewed this request and responded to LSCE request. The analysis by City engineer determined that about half of the claim from LSCE could be substantiated and has recommended approval in the amount of \$12,806.37 to settle the discrepancy of work billed out of scope.

These additional funds are within the total amount that was budgeted for the Well 7 project

FISCAL IMPACT: Estimate is \$16,725,



1-1-11

March 28, 2012

Bill Gustavson
Luhdorff & Scalminini
500 First Street
Woodland, CA 95695
VIA: EMAIL

RE: Response to LSCE Letter Dated March 8, 2012
Municipal Well Pump Station No.7 Construction

Dear Bill:

Below are my responses to your comments, which you provided in response to my letter dated January 25, 2012. I have included your *comments (LSCE)* followed by my responses (PE).

(1)

Response to Item 2 (LSCE)

Although inspection reports are not available from EPS for the dates of 07/19, 09/16 and 12/15, these site visits were performed as a result of numerous ongoing pump station MCC, electrical and SCADA/Control integration issues. EPS performed a followup inspection on 09/16 (one of several followup inspections, 13 days after the 9/02 inspection) due to the incomplete condition of the site at the time the July and subsequent 09/02 inspection was performed.

(1) Response (PE)

EPS's or LCSE's decision to perform inspections beyond the scope of the contract, without prior written approval for cost increases, to cover the cost of those inspections, was at your own risk. At least two of the inspections were performed after you received written notification that LSCE had exceeded its contract budget. The City has neither record of the inspections nor their purpose.

(2)

Response to Item 7 (LSCE)

We do not agree that the first complete station startup was on 09/02. Ponticello, Clyde Steagall, LSCE and EPS were all on site on 07/07 for what was to be the initial station startup - contrary to ZSI's attendee list on an email dated 07/08, see attached. Also see attached EPS "final inspection" report dated 07/07 (a final inspection request was made by the Contractor). The costs incurred by LSCE on the 07/07 station startup are not included in the November 10 letter invoice breakdowns as these are in scope project costs. LSCE invoice# 26032 and EPS invoice #8280, however, present the costs associated with subsequent out of scope station startups including resolution of the following out of scope issues:

a) Fence grading/alignment conflicts due to discrepancies found in the PFF project record drawing grading elevations in addition to developing redesign due to Contractor's error in casting sliding rails on the opposite side of the fence (LSCE site visits with Ponticello on 07/07 and 07/19). See attached email and photos dated 08/19 concluding the causes of and resolution to the fencing grading issues.

b) A site visit performed by EPS to relocate gate controller in the field for the Contractor, collect notes for generator pullbox and conduit relocation/design and, while onsite, attend the second station startup, and perform follow-up field inspections of pump station electrical equipment (LSCE site visit w/ EPS on 07/19, 3 Electrical Engineer hours, 9 Electrical Inspector hours [mistakenly labeled as drafting hours. Note that the 11.5 hours for Electrical Inspector is omitted from our request as this was time spent for the original 07/07 station startup. See EPS invoice #8280. We do not understand the basis of rejection for the \$863.25 total.

Response to Item 8

Our description of out of scope work is accurate. Time was spent to design/locate the generator conduit, to attend the second of several additional station startups on 07/19.

Response to Item 9

The fence design did not work in the field due to a change from the original design grade elevations (2009) to the conformed construction plans used by the Police/Fire facility contractor. (See the 08-19 email attached). A credit for hours was not provided for resolution of the fencing issues. The credit was provided for the time spent to redesign of the overboard structure to satisfy the CDPH requirements of a 2-diameter pipe clearance. This time is withheld from the costs presented in the November 10 letter.

Response to Item 10

The 3.75 hours billed to Principal Project Manager and 11.5 hours billed to Staff Engineer (LSCE Invoice # 26032) was time spent resolving the issues discussed in response to Item 7 in addition to the out of scope work to provide assistance to the City for the CDPH Operations Plan. We are unsure as to the basis of a \$900 credit.

Response to Item 11

See response to Item 7, work mistakenly labeled as drafting. Time was spent by inspector for second station startup attempt by EPS on 07/19.

Response to Item 12

As described in our response to Item 7, there were multiple site visits and startup attempts prior to the 09/02 startup date to coordinate ongoing project issues and revisions to the punchlist.

(2) Response (PE)

Regardless of how EPS worded an inspection report on July 7, 2010, the "Pre-Commissioning" was conducted by the Contractor for their own benefit. The Contractor requested that ZSI be present at the pre-commissioning in order to ensure that the station was integrated correctly to the PLC. The City authorized ZSI's attendance. Contrary to your statement of attendees; I did not attend the pre-commissioning so I can not attest to who was there.

I am in agreement that that the fence modification was an out-of-scope item caused by design issues with the Police/Fire Facility, contrary to my previous contention. Therefore, we accept the complete LCSE charges identified in items 7 & 10 in the January 25th letter. \$863.25 will be added to the contract amendment.

(3)

Response to Item 13(LSCE)

EPS Invoice # 8299 accounts for the time spent to revise E-4 for generator conduit/pullbox relocation/design and motor gate controller location. The work to revise/draft the drawing was necessary to provide specific direction to Clyde Steagall for construction of the electrical/generator infrastructure. See attached revised drawing issued 8/23 by EPS.

Response to Item 14

The initial station startup occurred on 07/07. Charges for EPS's initial station startup is (11.5 hours spent) is included in EPS Invoice #8280 and is not requested as this time is considered in the original scope.

Response to Item 15

LSCE provided additional revisions to the original punchlist (issued 09/03) which was reissued on 09/23. The pumping station was again not ready.

(3) Response (PE)

The scope of services in the contract states that EPS will perform five site visits at eight hours each, including pre-commissioning and commissioning. Along with other scope items for construction support, the entire "Phase 2" services were to be completed for \$4,200. LSCE is requesting that the City pay that amount for only two 8-hour site visits by EPS (EPS Inv# 8240 & 8280).

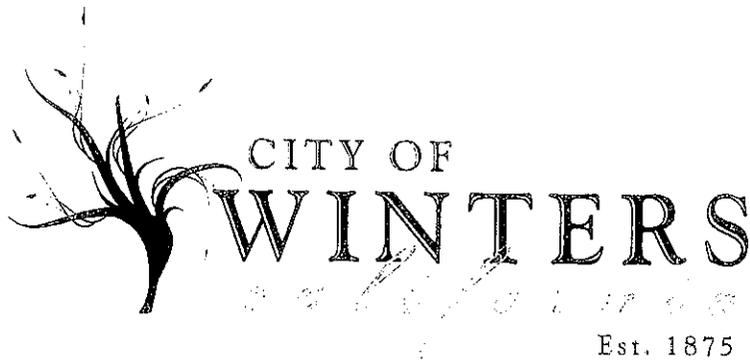
I feel the City has made every reasonable concession regarding the discrepancy between the contract and "out-of-scope" work. With the addition of the above LSCE work related to the fence, and the amount agreed-to in the January 25th letter (\$11,943.12), the amendment to your contract stands at \$12,806.37.

The City Engineer cannot support any additional compensation. If you'd like to pursue this matter further, please send a formal claim to the City Manager, John Donlevy, City of Winters, 318 First Street, Winters, CA 95694.

Sincerely,

Jim Fletter
Project Engineer

Cc: Carol Scianna, City of Winters, Environmental Services Manager



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager, *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2012-21 for Claim of Transportation Development Act Funding

RECOMMENDATION:

Approve Resolution 2012-21, A Resolution of the City Council of the City of Winters for the Claim of Transportation Development Act Funding from the Sacramento Area Council of Governments (SACOG).

BACKGROUND:

The City of Winters receives funding from SACOG for transportation needs each year. A portion of the Local Transportation Funds (LTF) received is used to fund the bus service for the citizens of the City of Winters. LTF funds not used for the bus service may be used for certain street and road expenditures. The total LTF allocation for 2012-2013 is \$310,708, of which \$30,198 will be expended for the Yolo Bus Service, \$9,321 will be expended for SACOG planning expenses and the balance of \$180,159 available to be used for street and road work.

In addition to the LTF funding, SACOG administers the State Transportation Assistance (STA) funding available to the City of Winters. The City has total STA funding of \$90,030 available for 2012-2013 and is requesting those funds for transit operations.

FISCAL IMPACT:

Continued funding of the Yolo Bus Service, transportation planning and street expenditures.

RESOLUTION 2012-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS FOR THE CLAIM OF TRANSPORTATION
DEVELOPMENT ACT FUNDING FROM THE SACRAMENTO
AREA COUNCIL OF GOVERNMENTS**

WHEREAS, Section 99260 of the Public Utilities Code requires a local agency to file an estimated claim of transportation needs for each fiscal year; and

WHEREAS, the Sacramento Area Council of Governments (SACOG) is designated as the Transportation Planning Agency for the City of Winters to receive such claims for approval pursuant to Rules and Regulations adopted by the Secretary of the Business Transportation Agency; and

WHEREAS, SACOG has adopted finding of apportionment of Local Transportation Funds and State Assistance Funds for Fiscal Year 2012-2013; and

WHEREAS, surplus funds may be used for certain street and road expenditures

NOW, THEREFORE BE IT RESOLVED that the attached Fiscal Year 2012-2013 Annual Project and Expenditure Plan and the Fiscal Year 2012-2013 Transportation Development Act Claim be hereby approved and that the City Manager and/or his designee be authorized to execute the attached claims and forward to SACOG.

PASSED AND ADOPTED by the City Council, City of Winters, the 15th day of May 2012.

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

TDA-1
TRANSPORTATION DEVELOPMENT ACT CLAIM

TO: Sacramento Area Council of Governments
 1415 L Street, Suite 300
 Sacramento, CA 95814

FROM:

Claimant	City of Winters
Address	318 First Street
City	Winters, CA Zip Code 95694
Contact Person	Shelly Gunby, Director of Financial Management
Telephone	530-795-4910 x 104
E-Mail	shelly.gunby@cityofwinters.org
Facsimile	530-795-4935

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF:

\$310,708	FY 12-13
	FY
	FY
	FY
	FY

STA:

\$14,980	FY 2009-10
\$38,934	FY 2011-12
\$37,116	FY 2012-13
	FY
	FY

Submitted by: **Shelly A. Gunby**
 Title: **Director of Financial Management**
 Date: **5-15-12**

TDA-2

ANNUAL PROJECTION AND EXPENDITURE PLAN

Claimant: City of Winters		Sources of Funding										Fiscal Year: 2012-2013
Project Title and TDA Article Number	TDA LTF	TDA STA	Transit Fares	Measure A	Road Fund	Developer Fees/ Const. Tax	Federal/ State	Other	Total			
Winters Bus Service Article 4 Section 99260(a)	\$ 30,198	91,030							\$ 121,228			
Streets and Roads Article 8 Section 99400(a)	271,189								271,189			
SACOG PLANNING	9,321								9,321			
TOTAL REQUEST	\$310,708	\$ 91,030	\$	\$	\$	\$	\$	\$	\$401,738			

TDA-3
STATUS OF PREVIOUSLY APPROVED PROJECTS

Instructions — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either “Complete” or “Active”

Fiscal Year	Project Title	Amount Approved		Expenditures		Project Status
11-12	Bus Service	121,384		118,071		Complete
09-10	Streets	168,057		168,057		Complete
10-11	Streets	135,945		135,945		Complete
10-11	Transportation Planning	36,831				Active
11-12	Streets	157,781		157,781		Complete
TOTAL		\$619,998	\$	\$578,854	\$	

TDA-4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Winters

hereby certifies that the Transportation Development Act claim for fiscal years 2012-2013

in the amount of \$ 310,708 (LTF) and \$ 91,030 (STA)

for a total of \$ 401,738 conforms with the requirements of the

Transportation Development Act and applicable rules and regulations (see Attachment A for listing of conformance requirements).

Certified by Chief Financial Officer _____

Title Director of Financial Management

Date 5-15-12

TDA-5
TDA CLAIM CERTIFICATION FORM

I, Shelly A. Gunby, Chief Financial Officer for the City of Winters

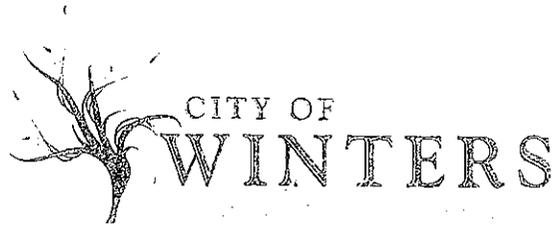
do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2012-2013
- (b) The attached certification by the Department of the California Highway Patrol verifying that Not Applicable is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of 2012-2013 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ 401,738

Signature of Chief Financial Officer _____

Agency Name City of Winters

Date 5-15-12



Est. 1875

**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : May 15, 2012

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

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

SUBJECT: St. Anthony's Parish – Festival – May 20, 2012

RECOMMENDATION:

Staff recommends the City Council approve the amplified sound permit for the St. Anthony's Parish Festival to be held May 20, 2012.

BACKGROUND:

Dawn Barrera from the Parish Hall has requested the approval of the Amplified Sound Permit Application for the date specified above.

Ms. Barrera has also notified the home owners located around the circumference of the Parish Hall where the event will take place. She has provided the names and signatures of those owners who have acknowledged and agreed to this request.

The Police Department has approved the request.

As per the Winters Municipal Code Title VI, Chapter 7, this request requires Council approval.

FISCAL IMPACT: None by this action.

Date of Application: 4-11-12

To City Council: _____

Name of Person(s)/ Organization: St. Anthony Parish

Contact: Leticia Prado

Business Address: 511 Main St.

Telephone: 916-996-9108

Winters, CA 95694

Telephone: 530-795-2230

Type of Event: Festival

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Fundraiser

Date/Time of Event: 5-20-12 From: 1:00pm To: 8:00pm

Location/Address of Event: 511 Main St.

Winters, CA 95694

Rated Output of Amplifier in Watts: unknown Number of Speakers: 4

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: Dawn Barner

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No

Rental Fee Paid: N/A (Not City Property) Yes No

Police Department: Approved Denied

Date: 5/10/12

Authorized Signature: _____

City Council: Approved Denied

Date: 5/11/12

Authorized Signature: _____

CITY OF WINTERS

AMPLIFIED SOUND PERMIT APPLICATION

Address	Owner's Last Name	Object	Approve/Sign	NH*
403 Edwards St	Pasch			
407 Edwards St				
409 Edwards St	amalgam King			
411 Edwards St	O'Brien			
413 Edwards St		NA		
415 Edward St		NA		
451 Edward St		NA		
455 Edward St		NA		
439 Edward		NA		
463 Edward	Sanford		Sanford	
467 Edward				
471 Edward	Shaw		Shaw	
475 Edward	Shaw	NA		
474 Edward	Basella		Basella	
470 Edward		NA		
466 Edwards	gnovello			
462 Edwards S		NA		
458 Edwards	Amanni			
45A Edwards		NA		
450 Edwards		NA		
438 Edwards S	Cori Bann			
436 Edwards S	William			
432 Edwards	William	NA		
430 Edwards S	William			
428 Edwards	William			
426 Edwards S	Teresa Soudner			
424 Edwards	Mike Hartwell	NA		
422 Edwards				

* NH-Attempted to contact but noone was home.

450 Edwards St
Woggenesch
Hartwell

CITY OF WINTERS

AMPLIFIED SOUND PERMIT APPLICATION

Address	Owner's Last Name	Object	Approve/Sign	NH*
505 Abbey	Liliana B		Liliana B	
501 Abbey	Ashley Q			
516 main st		NH		
512 main st		NH		
508 main st	Robert			
504 main st		NH		
500 main st	Dean			
488 main st	M. Bay			
484 main st	Maria J. Lopez			
480 main st.	Sue Romero			
476 main st		NH		
472 main st.		NH		
503 Abbey	Robert			
506 Abbey		NH		
504 Abbey		NH		
502 Abbey		NH		
500 Abbey		NH		
498 main		NH		
464 main		NH		
463 main	Iran Lopez			
459 main		NH		
455 main		NH		
451 main	Robert	NH		
439 main		NH		
430 main		NH		
437		NH		
436		NH		
434 main				
435 main		NH		
		NH		

* NH-Attempted to contact but noone was home.

CITY OF WINTERS

AMPLIFIED SOUND PERMIT APPLICATION

Address	Owner's Last Name	Object	Approve/Sign	NH*
712 Ivy Loop		NA		
718 Ivy Loop		NA		
706 Ivy Loop	Alberg		<i>Julie Key</i>	
615 Ivy Loop		NA		
632 Ivy Loop		NA		
631 Ivy Loop	Rodriguez		<i>RF Rodriguez</i>	
609 Ivy Loop		NA		
607 Ivy Loop		NA		
605 Ivy Loop	CHRISTO		<i>Christo</i>	
603 Ivy Loop		NA		
601 Ivy Loop		NA		
631 Ivy Loop	Mazzoleni		<i>Alan Mazzoleni</i>	
629 Ivy Loop		NA		
627 Ivy Loop		NA		
625 Ivy Loop		NA		
621 Ivy Loop	Thomas		<i>Robert Thomas</i>	
620 Ivy Loop		NA		
622 Ivy Loop	Stefano-Seno		<i>Stefano</i>	
624 Ivy Loop		NA		
626 Ivy Loop	Pappels		<i>R. Pappels</i>	
600 Ivy Loop		NA		
602 Ivy Loop		NA		
604 Ivy Loop	Johnson		<i>Carol Johnson</i>	
606 Ivy Loop		NA		
630 Ivy Loop		NA		
629 Ivy Loop		NA		
632 Ivy Loop		NA		
719 Ivy Loop	VANADONZ		<i>[Signature]</i>	
730 Ivy Loop		NA		
732 Ivy Loop		NA		

* NH-Attempted to contact but no one was home.

Ivy St: all houses on this street



Est. 1875

**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Resolution 2012-25, Declaring Weeds and Rubbish on Certain Lots and
Parcels within the City of Winters to be a Public Nuisance and Ordering
the Institution of Proceedings to Abate said Public Nuisances

RECOMMENDATION:

Approve Resolution 2012-25, a Resolution Declaring Weeds and Rubbish on Certain Lots and Parcels within the City of Winters to be a Public Nuisance and Ordering the Institution of Proceedings to Abate said Public Nuisances.

BACKGROUND:

Each year at this time the Winters Fire Department/Code Enforcement surveys parcels for which weeds or rubbish, or both, have been observed.

A public hearing has been scheduled for the June 19th City Council meeting, to be held at 6:30 p.m. for the purpose of hearing and considering all objections to the proposed removal of the weeds, rubbish, and refuse from the parcels described in attached list.

FISCAL IMPACT:

None by this action.

Resolution No. 2012-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
DECLARING WEEDS AND RUBBISH ON CERTAIN LOTS AND PARCELS
WITHIN THE CITY OF WINTERS TO BE A PUBLIC NUISANCE AND
ORDERING THE INSTITUTION OF PROCEEDINGS
TO ABATE SAID PUBLIC NUISANCES**

WHEREAS, Title 4, Division 3, Part 2, Chapter 13, Article 2 of the Government Code, commencing with section 39560 (herein "Weed Abatement Law"). Provides the City Council with an alternative procedure which it may use for the abatement of weed and rubbish on lots and parcels within the City as public nuisances, and

WHEREAS, The City Council desires to utilize the procedures provided in the weed abatement law as a means of abating certain public nuisance conditions located throughout the City consisting of weeds and rubbish on lots and parcels within the City, and

WHEREAS, The Winters Fire Department has presented the City Council with a list describing by street name and assessor's parcel number the lots and parcels within the City upon which weeds or rubbish, or both have been observed; and

WHEREAS, The City Council desires to abate weeds growing on said lots as seasonal and recurrent nuisances as provided in Section 39562.1 of the Weed Abatement Law;

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WINTERS AS
FOLLOWS:**

1. That all weeds growing upon the streets, sidewalks and private property and all rubbish and refuse upon parkways, sidewalks and private property within the City are hereby declared to be, a public nuisances subject to abatement as provided in the weed abatement Law and this resolution.
2. That all weeds growing upon streets, sidewalks and private property within the City are also declared to be a seasonal and recurrent nuisance subject to abatement as provided in Section 39562.1 of the weed Abatement Law.
3. That the location of each such lot and parcel upon which a public nuisance has been observed to presently exist, listed by street upon which it fronts and Yolo County Assessor's parcel number, is set forth in Exhibit "A" attached hereto and incorporated herein by reference.

4. That the Fire Chief or his Representative of the Winters Fire Department is hereby designated to be the "superintendent" as defined in Section 39560 of the Weed Abatement Law. For purposes of performing the duties imposed by said law within the City. Except that, the City Manager will be responsible for filing all liens and signature approval of the abatement contractor.
5. That a public hearing is hereby set before the City Council to be held at 6:30 P.M. on June 19, 2012 at the City Council Chambers. City Hall 318 First Street, Winters, California, for the purposes of hearing and considering all objections to the proposed removal of the weeds, rubbish and refuse from the parcels described in Exhibit "A".
6. That the Winters Fire Department is hereby directed to give mailed notice of said hearing to all persons owning property described in Exhibit "A" as provided in Section 39567.1 of the Weed Abatement Law. Said mailed notice to be in the form provided for in the Weed Abatement Law for such notice. Said notice shall state that weeds are seasonal and recurrent nuisances as provided in Section 39562.1 of the Weed Abatement Law.
7. The Fire Chief or his representative is hereby authorized and directed to seek informal competitive bids for the performance of said abatement work on lots and parcels through the city and to present to the City Manager for consideration following the conclusion of the public hearing described above. The City Council finds and determines that said work of removing weeds and rubbish as provided in the Weed Abatement Law constitutes on professional services to the City.

PASSED AND ADOPTED THIS 15th DAY OF MAY, 2012, BY THE FOLLOWING VOTE:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

002-012	003-120-003-000	003-120-003-000	ROMAN CATHOLIC BISHOP OF SAC	511 MAIN ST
002-012	003-120-004-000	003-120-004-000	ROMAN CATHOLIC BISHOP OF SACRAMENTO	2110 BROADWAY
002-012	003-144-005-000	003-144-005-000	US BANK NATIONAL ASSOCIATION TR	1800 TAPO CANYON RD
002-012	003-182-092-000	003-182-092-000	JOHNS KENNETH R & SARI P	439 RUSSELL ST
002-012	003-191-005-000	003-191-005-000	ROMAN CATHOLIC BISHOP OF SAC	511 MAIN ST
002-012	003-241-012-000	003-241-012-000	JAUREQUI CASIMIRO & GUADALUPE	P O BOX 1083
002-012	003-241-013-000	003-241-013-000	CASTRO MARITAL DEDUCTION TRUST	27852 MATSUMOTO LN
002-012	003-241-015-000	003-241-015-000	CASTRO MARITAL TRUST	27852 MATSUMOTO LN
002-000	003-241-028-000	003-241-028-000	WINTERS CITY OF	318 1ST ST
002-012	003-242-013-000	003-242-013-000	COMAN ELIZABETH ETAL	105 ORCHARD LANE
002-012	003-243-002-000	003-243-002-000	HEMENWAY DEBORAH SCHOLAR & HEMENWAY DEBOR/8 RUSSELL ST	844 WALNUT LN
002-000	003-360-001-000	003-360-001-000	TRAYLOR REV TRUST	P O BOX 724
002-012	003-360-015-000	003-360-015-000	JIMENEZ NICOLAS & CATHERINE	9929 VENICE BLVD
002-012	003-430-008-000	003-430-008-000	WINTERS MHP LLC	2706 LAND PARK DR
002-012	003-430-010-000	003-430-010-000	COUNTRY INVESTORS	2706 LAND PARK DR
002-012	003-430-011-000	003-430-011-000	COUNTRY INVESTORS	2110 BROADWAY
002-012	003-430-012-000	003-430-012-000	ROMAN CATHOLIC BISHOP OF SACRAMENTO	P O BOX 907
002-012	003-430-033-000	003-430-033-000	WINTERS INVESTORS LLC	P O BOX 907
002-012	003-430-034-000	003-430-034-000	WINTERS INVESTORS LLC	318 1ST ST
002-012	003-430-037-000	003-430-037-000	WINTERS CITY OF	1410 NEOTOMAS AVE SUITE 106
002-012	003-450-016-000	003-450-016-000	BAYSIERRA-NORCAL PROPERTIES LLC	1410 NEOTOMAS AVE SUITE 106
002-012	003-450-017-000	003-450-017-000	BAYSIERRA-NORCAL PROPERTIES LLC	27852 MATSUMOTO LN
002-012	003-450-018-000	003-450-018-000	CASTRO SURVIVORS TRUST	P O BOX 911
002-012	003-450-021-000	003-450-021-000	CALIFORNIA STATE OF	235 MONTGOMERY ST STE 642
002-004	030-220-009-000	030-220-009-000	NEIMANN TRUST	442 RUSSELL ST
002-013	030-220-010-000	030-220-010-000	PINKSTON LOIS 2011 REV TRUST	909 W GRANT AVE
002-004	030-220-013-000	030-220-013-000	WINTERS JT UNIFIED SCH DIST	725 FOLGER AVE
002-015	030-220-019-000	030-220-019-000	GBH-WINTERS HIGHLANDS LLC ETAL	200 B ST STE#F
002-004	030-220-027-000	030-220-027-000	STATEWIDE PROPERTIES WINTERS	725 FOLGER AVE
002-015	030-220-040-000	030-220-040-000	GBH-WINTERS HIGHLANDS LLC ETAL	P O BOX 907
002-015	030-220-049-000	030-220-049-000	WINTERS INVESTORS LLC	410 MOODY SLOUGH RD
002-004	030-381-001-000	030-381-001-000	AGUILAR RUDOLFO C	730 ALHAMBRA BLVD STE 201
002-013	030-392-006-000	030-392-006-000	CARTER RANCH 36 LP	7700 COLLEGE TOWN DR STE 201
002-017	038-050-018-000	038-050-018-000	SOUTH MARKET COURT PTN LP	

WINTERS	CA	95694 511 MAIN ST WINTERS CA
SACRAMENTO	CA	95818 WINTERS CA
SIMI VALLEY	CA	93063 610 2ND ST WINTERS CA
WINTERS	CA	95694 439 RUSSELL ST WINTERS CA
WINTERS	CA	95694 302 ABBEY ST WINTERS CA
WINTERS	CA	95694 100 WOLFSKILL ST WINTERS CA
WINTERS	CA	95694 0 WOLFSKILL ST WINTERS CA
WINTERS	CA	956949003 WINTERS CA
WINTERS	CA	95694 0 WOLFSKILL ST WINTERS CA
WINTERS	CA	95694 117 2ND ST WINTERS CA
WINTERS	CA	95694 10 RUSSELL ST WINTERS CA
WINTERS	CA	95694 844 WALNUT LN WINTERS CA
WINTERS	CA	95694 1029 RAILROAD AVE WINTERS CA
LOS ANGELES	CA	90034 WINTERS CA
SACRAMENTO	CA	95818
SACRAMENTO	CA	95818 WINTERS CA
SACRAMENTO	CA	95818 WINTERS CA
CONCORD	CA	94522
CONCORD	CA	94522 0 TAYLOR ST WINTERS CA
WINTERS	CA	95694 0 GRANT AVE WINTERS CA
SANTA ROSA	CA	95405 WINTERS CA
SANTA ROSA	CA	95405 WINTERS CA
WINTERS	CA	956949003 WINTERS CA
MARYSVILLE	CA	95901
SAN FRANCISCO	CA	94104 105 NIEMANN ST WINTERS CA
WINTERS	CA	95694 WINTERS CA
WINTERS	CA	95694 WINTERS CA
BERKELEY	CA	94710
DAVIS	CA	95616 DAVIS CA
BERKELEY	CA	94710
CONCORD	CA	94522
WINTERS	CA	95694 410 MOODY SLOUGH RD WINTERS CA
SACRAMENTO	CA	95816 WINTERS CA
SACRAMENTO	CA	95826 29500 RUSSELL BLVD

002-004	038-050-019-000	038-050-019-000	CORBETT FAM TRUST	44167 GREENVIEW DR
002-017	038-050-057-000	038-050-057-000	ALI ASHRAF & YASMIN A	5000 E 2ND ST STE G
002-017	038-050-060-000	038-050-060-000	ALI ASHRAF & YASMIN	5000 E 2ND ST STE G
002-015	038-070-028-000	038-070-028-000	JORDAN FAM PARTNERSHIP IV	1008 2ND ST 2ND FLOOR
002-015	038-070-029-000	038-070-029-000	JORDAN FAM PARTNERSHIP IV	1008 2ND ST 2ND FLOOR
002-015	038-070-032-000	038-070-032-000	JORDAN FAM PARTNERSHIP IV	1008 2ND ST 2ND FLOOR
002-013	038-070-035-000	038-070-035-000	RABADA JOHN S & RABADA JOHN S & M D INC RET TRU	22 CASTLEWOOD DR
002-013	038-180-002-000	038-180-002-000	STACY LINDA A	PMB 227
002-013	038-180-046-000	038-180-046-000	WINTERS CITY OF	318 FIRST ST
002-013	038-180-047-000	038-180-047-000	SPRINGER DAVID A & LINDA & SPRINGER FAM TRUST	200 MADRONE CT
002-013	038-203-018-000	038-203-018-000	WINTERS CITY OF	318 FIRST ST
002-013	038-203-019-000	038-203-019-000	PETTIT 2005 REV TRUST	3876 OUTAH RIDGE TRAIL
002-013	038-210-001-000	038-210-001-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-002-000	038-210-002-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-003-000	038-210-003-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-004-000	038-210-004-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-005-000	038-210-005-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-006-000	038-210-006-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-007-000	038-210-007-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-008-000	038-210-008-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-009-000	038-210-009-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-010-000	038-210-010-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
002-013	038-210-011-000	038-210-011-000	VILLAGE TOWN HOMES LLC	390 GRANDVIEW DR
	003-050-063		Gahi Management Services Inc	1904 Via Di Salerno
	51-003-450-21		no information on this number and not on list from county	

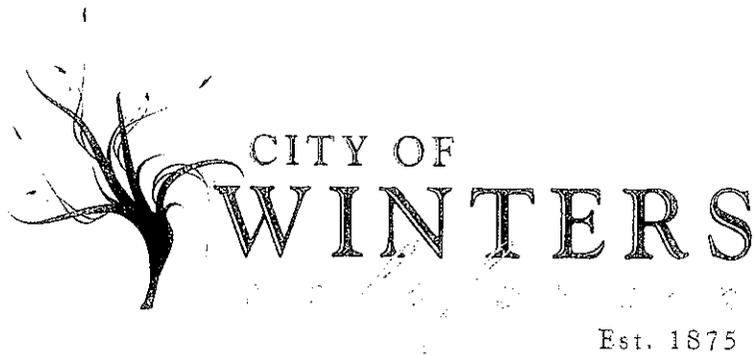
#30 030-200-046

State of Calif. Dept. of Transportation PO Box 911 Marysville, CA 99501



Building & Code Enforcement Division
(530) 795-4910 Ext. 117 Fax (530) 795-4935
318 First Street Winters, CA 95694
gene.ashdown@cityofwinter.org

- April 16, 2012 Identify parcels for potential abatement
- May 15, 2012 Adopt resolution specified parcels declaring public nuisance on
- May 16, 2012 WFD Administrative Assistant to mail notices based on approved list
- June 26, 2012 Deadline for voluntary abatement by property owners
- June 27, 2012 City abatement contractor to begin abatement on parcels not in compliance
- July 15, 2012 Contractor to finish first abatement
- July 17, 2012 Contractor to submit first billing for weed abatement
- August 30, 2012 Deadline for voluntary removal of any secondary re-growth of weeds
- August 31, 2012 City abatement contractor to begin removal of second growth of weeds on parcels not in compliance
- September 16, 2012 Contractor to finish second abatement
- September 18, 2012 Contractor to submit second abatement billing



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Appropriation Limit for Fiscal Year 2012-2013

RECOMMENDATION:

City Council approve Resolution 2012-20, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIII B of the California Constitution for Fiscal Year 2012-2013.

BACKGROUND:

Article XIII B of the California Constitution places a limit on the appropriations of all state and local agencies in California. It requires an annual review of the appropriation limit calculation. Resolution 2012-20 establishes the appropriation limit for the City of Winters pursuant to article XIII B of the California Constitution for the Fiscal Year 2012-2013.

FISCAL IMPACT:

None

ATTACHEMENTS:

Resolution 2012-20
Attachment A-Appropriation Limit Calculation

RESOLUTION 2012-20
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS ESTABLISHING AN APPROPRIATION LIMIT
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA
CONSTITUTION FOR FISCAL YEAR 2012-2013

WHEREAS, Article XIII B of the Constitution of the State of California provides for the annual appropriations of governmental units to be the subject of limitations, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that an appropriation limit for the Fiscal 2012-2013 pursuant to Article XIII B of the Constitution of the State of California be established in the amount of \$5,825,800 and the same is hereby approved.

PASSED AND ADOPTED by the City Council, City of Winters, the 15th day of May 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

Attachment A

**CITY OF WINTERS
APPROPRIATION LIMIT
FOR FISCAL YEAR 2012-2013
YEAR ENDED JUNE 30, 2013**

APPROPRIATION LIMIT, FISCAL YEAR 2010-11	\$	5,425,345
ADJUSTMENT FACTOR:		
POPULATION GROWTH PERCENT		1.073812
ANNUAL ADJUSTMENT IN DOLLARS		
APPROPRIATION LIMIT FISCAL YEAR 2009-2010	\$	5,825,800

2012-2013
APPROPRIATION LIMIT

Per Capita change = 3.77
Population change = 3.48

Per capital converted to a ratio

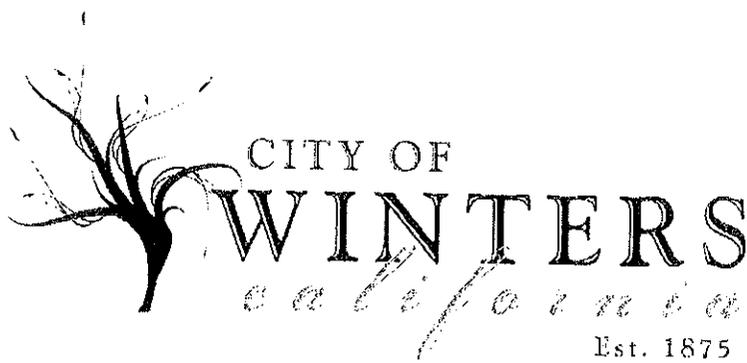
$$\frac{3.77+100}{100} = 1.0377$$

Population converted to a ratio

$$\frac{3.48+100}{100} = 1.0348$$

Calculation Factor for FY 2011-2012

$$1.0377 \times 1.0348 = 1.073812$$



**CITY COUNCIL
STAFF REPORT**

TO: Mayor and City Council
DATE: May 15, 2012
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: North Bank Trail Project- Approval of Conveyance of a Conservation Easement to Sacramento Valley Conservancy, Conservation Easement Deed, and Long-Term Management Plan

RECOMMENDATION:

That the City Council:

1. Approve a Conservation Easement providing for mitigation for certain impacts arising from the Winters Putah Creek Bridge Replacement Project pursuant to USFWS Biological Opinion Number 81420-2011-F-0020-1 dated November 26, 2010.
2. Approve an Agreement for Conveyance of a Conservation Easement between the City of Winters and the Sacramento Valley Conservancy.
3. Approve the Long Term Management Plan- North Bank Improvement Project for the Winters Putah Creek Nature Park.

BACKGROUND:

As part of the construction of the Winters Putah Creek Bridge Replacement Project, the City and Solano County are required to mitigate for certain environmental impacts for certain biological species impacted by the construction of the bridge. Specifically, the project requires mitigation and ecological restoration for impacts related to the habitat for the valley elderberry longhorn beetle.

The North Bank Trail Project will be constructed in the Winters Putah Creek Nature Park and includes the establishment of a conservation area and the creation of a perpetual habitat easement. The project includes an extensive ecological restoration and the adoption of long term management plan in support of both the habitat and the easement.

Under the terms of the easement and the biological opinion required by the United States Fish and Wildlife Service (USFWS) an annuity trust is required to support the overall maintenance and management of the easement. The project also requires that a qualified conservation organization must be in place to oversee the easement, provide compliance reporting and ensure conservation is occurring.

The North Bank Trail Construction Project was awarded on February 1, 2012. Before construction can commence, approval of the conservation documents and a long term management plan must be approved by the City Council.

DISCUSSION:

In support of the North Bank Trail Project, the following documents are presented for approval:

1. **Conservation Easement Deed: (Exhibit A)**: This provides for the legal establishment of the easement and the restrictions and responsibility on the property and with the applicable agencies.
2. **Agreement for Conveyance of Conservation Easement (Exhibit B)**: This is an agreement between the City of Winters and the Sacramento Valley Conservancy for the overall management of the easement land. Under the terms of the agreement, SVC will ensure compliance with the USFWS terms under the conservation easement, while the City will serve both as the source of maintenance and labor for the easement area, and the fiduciary holder of the annuity trust funds.
3. **Long Term Management Plan (Exhibit C)**: This is a required document of the easement. The plan provides for both vegetation management, restrictions and the ability for both the City and SVC to adequately meet the terms and conditions of the easement. The plan is consistent with both the requirements of the USFWS and the Winters Putah Creek Park Master Plan and Vegetation Management Plan.

The Long Term Management Plan was developed by the City's environmental consultant, BSK Engineering in conformance with the requirements of USFWS. All documents have been reviewed by the applicable agencies and are ready for approval.

FISCAL IMPACT:

The funding for the 2.15 acre mitigation area and project will \$358,881. This will serve as the annuity amount which, based on a capitalization rate of 4.2%, provide approximately \$14,443 for the annual costs of maintenance and reporting.

North Bank Trail Project
Exhibit A
Conservation Easement Deed

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sacramento Valley Conservancy
Attn: Executive Director
P.O. Box 163351
Sacramento, CA 95816

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED Putah Creek Preserve Property

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the _____ day of _____, 2012, by City of Winters, a California political subdivision ("Grantor"), in favor of Sacramento Valley Conservancy, a California nonprofit public benefit corporation ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 12.2 acres, located in the City of Winters, County of Yolo, State of California, and designated Assessor's Parcel Numbers 038-007-033 and 038-018-046 (the "Preserve Property"). The Preserve Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference.

B. The Preserve Property possesses open space, wildlife and habitat, scenic and public recreational values of great importance to Grantee, the people of the State of California and the people of the United States, including, but not limited to, high quality natural, restored and/or enhanced habitat for valley elderberry longhorn beetle. Individually and collectively, these open space, wildlife and habitat, scenic and public recreational values comprise the "Conservation Values" of the Preserve Property.

C. The United States Fish and Wildlife Service (the "USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

D. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65967. Specifically, Grantee is (i) a

tax-exempt nonprofit organization qualified under section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California; (ii) a “qualified organization” as defined in section 170(h) (3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

E. This Conservation Easement provides mitigation for certain impacts arising from the Winters Putah Creek Bridge Replacement – North Bank Improvements Project, Yolo County, Winters, California (the “Project”) pursuant to USFWS Biological Opinion Number 81420-2011-F-0020-1, dated November 26, 2010. Grantor, Grantee and the Sacramento Field Office of the USFWS have entered into that certain Putah Creek Preserve Management Agreement, dated _____ 2012, for reference purposes only, which specifies, among other matters, the funding requirements related to this Conservation Easement (the “Management Agreement”). USFWS has approved a management and monitoring plan for the Putah Creek Preserve Property (the “Management Plan”).

A final, approved copy of the Management Agreement, the Management Plan, and any amendments thereto approved by USFWS, shall be kept on file at the Sacramento Field Office of the USFWS. If Grantor, or any successor or assign, requires an official copy of the Management Agreement, or the Management Plan, it should request a copy from USFWS at its address for notices listed in Section 12 of this Conservation Easement.

The Management Agreement, and the Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

A. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Preserve Property.

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Preserve Property will be retained forever in its natural, restored, or enhanced condition as contemplated by the the Management Plan, and to prevent any use of the Preserve Property that will impair or interfere with the Conservation Values of the Preserve Property. Grantor intends that this Conservation Easement will confine the use of the Preserve Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with

the Management Plan.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Preserve Property.

(b) To enter the Preserve Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and the Management Plan and to implement at Grantee's sole discretion Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Preserve Property.

(c) To prevent any activity on or use of the Preserve Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Preserve Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Preserve Property shall remain a part of and be put to beneficial use upon the Preserve Property, consistent with the purposes of this Conservation Easement.

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Preserve Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Preserve Property, nor any other property adjacent or otherwise.

3. Prohibited Uses.

Any activity on or use of the Preserve Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering, use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals, weed abatement activities, incompatible fire protection activities, and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except for the use of mowers and weed eaters beyond 1.5 meters of the elderberry stems, as specifically provided in the Management Plan.

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, or trails.

(c) Agricultural activity of any kind.

- (d) Recreational activities, except the low-impact activities specifically provided for in the Management Plan.
- (e) Commercial, industrial, residential, or institutional uses.
- (f) Any legal or *de facto* division, subdivision or partitioning of the Preserve Property.
- (g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except as specifically provided in the Management Plan.
- (h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.
- (i) Planting, introduction or dispersal of non-native or exotic plant or animal species.
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Preserve Property, or granting or authorizing surface entry for any of these purposes.
- (k) Altering the surface or general topography of the Preserve Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Preserve Property with concrete, asphalt or any other impervious material, except for those habitat management activities specified in the Management Plan.
- (l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; and except for as specifically provided in the Management Plan.
- (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Preserve Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.
- (n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Preserve Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Preserve

Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Preserve Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Preserve Property.

(o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies that are applicable to Grantor, the Preserve Property, or the use or activity in question, and are relevant to the protection of the Conservation Values.

4. Grantee's Duties.

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Preserve Property; and

(2) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the USFWS on an annual basis.

(b) In the event that the Grantee's interest in this easement is transferred to the State of California, Section 4(a) shall not apply.

5. Grantor's Duties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Preserve Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of Grantor under the Management Agreements and the Management Plan.

6. Reserved Rights.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Preserve Property, including the right to engage in or permit or invite others to engage in all uses of the Preserve Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

7. Grantee's Remedies.

If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-

day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Preserve Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Preserve Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Preserve Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Preserve Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Grantor. All costs incurred by Grantor, where Grantor is the prevailing party, in defendant an enforcement action brought by Grantee, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs incurred by Grantor in such defense, shall be borne by Grantee.

(b) Grantee's Discretion.

Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy

shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Preserve Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Preserve Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) Enforcement; Standing.

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the USFWS as a Third-Party Beneficiary (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Management Agreement or the Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Preserve Property for any purpose that is inconsistent with or in violation of this Conservation Easement, then, despite the provisions of California Civil Code Section 815.7, the the USFWS, as a Third-Party Beneficiary, shall have standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and each Third-Party Beneficiary. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

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8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any

kind related to the ownership, operation, upkeep, and maintenance of the Preserve Property. Grantor agrees that neither Grantee nor any Third-Party Beneficiary shall have any duty or responsibility for the operation, upkeep or maintenance of the Preserve Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Preserve Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens.

Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Preserve Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Preserve Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Preserve Property.

(b) Hold Harmless.

(1) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, the "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Preserve Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim to the extent due to a negligent or intentional act or omission of any of the Grantee Indemnified Parties; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party or reimburse Grantee for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(2) Grantor shall hold harmless, protect and indemnify USFWS and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death

of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Preserve Property, regardless of cause and (ii) the existence or administration of this Conservation Easement; *provided, however*, that the indemnification in this Section 9 (b) (2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely or in part to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9 (b) (2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the U.S. Department of Justice in defending the action or proceeding.

(3) Grantee shall hold harmless, indemnify, and defend Grantor and its officers, officials, employees, agents and volunteers and the heirs, personal representatives, successors, and assigns of each of them (collectively, "**Grantor Indemnified Parties**"), from and against any and all Claims arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, occurring on or about the Preserve Property, resulting from a negligent or intentional act or omission of any of the Grantee Indemnified Parties in exercising the rights of entry under Subsection 2(b), above.

(c) Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(d) Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Transfer of Conservation Easement or Preserve Property.

(a) Conservation Easement.

(1) This Conservation Easement may be assigned or transferred by Grantee upon written approval of USFWS, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and USFWS at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65967 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Preserve Property is

located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(2) If Grantee ever ceases to exist, or no longer qualifies to hold this Conservation Easement under Section 170(h) of the U.S. Internal Revenue Code (or any successor provision then applicable), or under California Civil Code section 815 *et seq.* (or any successor provision then applicable), then Grantor shall petition a court of competent jurisdiction to transfer this Conservation Easement to an organization that meets those statutory qualification criteria. If still in existence, Grantee shall not oppose the petition.

(3) If the interest granted under this Conservation Easement is ever deemed by Grantor, Grantee or a court of competent jurisdiction to be merged into the fee interest in any portion of the Easement Area, then the fee owner of such portion of the Easement Area shall thereupon be obligated to grant to a qualified holder, in accordance with the qualification requirements in Subsection 10(a)(1), above, a replacement grant of conservation easement in form and substance identical to this Conservation Easement. Until such grant occurs, all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the affected portion of the Easement Area.

(b) Preserve Property.

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Preserve Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the Management Agreement and the Management Plan, and any amendment(s) to those documents. Grantor further agrees to give written notice to Grantee and USFWS of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee and USFWS each shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Preserve Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and USFWS otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Preserve Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: City of Winters
318 1st Street
Winters, CA 95694-1923
Attn: Mr. John Donlevy, City Manager

To Grantee: Sacramento Valley Conservancy
Attn: Executive Director
P.O. Box 163351
Sacramento, CA 95816

To USFWS: United States Fish and Wildlife Service
U.S. Fish and Wildlife Service
Sacramento Field Office
2800 Cottage Way,
Room W-2605,
Sacramento, CA 95825
Attn: Field Supervisor

or to such other address a party or USFWS shall designate by written notice to Grantor, Grantee and USFWS. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and USFWS, which approval shall not be unreasonably withheld or delayed. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the county in which the Preserve Property is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and USFWS.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Section 65967. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This document (including its exhibits and the Management Agreement and the Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and USFWS with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture.

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Preserve Property.

(g) Termination of Rights and Obligations.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Preserve Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Preserve Property, or transported to or from or affecting the Preserve Property.

(2) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Preserve Property at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party or reimburse Grantee for all charges incurred for services of the California Attorney General in defending the action or proceeding].

(3) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Preserve Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or any Third-Party Beneficiaries any of the following:

(A) The obligations or liability of an "owner" or "operator," as

those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right to investigate and remediate any Hazardous Materials associated with the Preserve Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Preserve Property.

(5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. § 5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(6) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and each Third-Party Beneficiary that activities upon and use of the Preserve Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty.

Grantor represents and warrants that Grantor is the sole owner of the Preserve Property. Grantor also represents and warrants that, except as specifically disclosed to and approved by USFWS pursuant to the Preserve Property Assessment and Warranty signed by Grantee and attached as an exhibit to the Management Agreement, there are no outstanding mortgages, liens, encumbrances or other interests in the Preserve Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement.

(k) Additional Interests.

Grantor shall not grant any additional easements, rights of way or other interests in the Preserve Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Preserve Property, without first obtaining the written consent of Grantee and USFWS. Such consent may be withheld if Grantee or USFWS determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Preserve Property. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Preserve Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and USFWS.

(l) Recording.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Preserve Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary.

Grantor and Grantee acknowledge that the USFWS (the "Third-Party Beneficiary") is a third party beneficiary of this Conservation Easement with the right of access to the Preserve Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Preserve Property is specified in and governed by the Management Agreement and the Management Plan.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR: CITY OF WINTERS, A California municipality By: _____ Its: _____ Date: _____	GRANTEE: SACRAMENTO VALLEY CONSERVANCY, a California nonprofit public benefit corporation By: _____ Its: _____ Date: _____
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Approved as to Form:

THIRD-PARTY BENEFICIARY:

U. S. Fish and Wildlife Service

By: _____

Title: _____

Date: _____

**Exhibit A to
Agreement for Conveyance of Conservation Easement**

LEGAL DESCRIPTION OF PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WINTERS, AND IS DESCRIBED AS FOLLOWS:

OUTLOT "A", PUTAH CREEK HAMLET NO.1, PHASE 1, FILED OCTOBER 6, 1992 IN BOOK 17 OF MAPS, PAGES 66, 67 AND 68, YOLO COUNTY RECORDS.

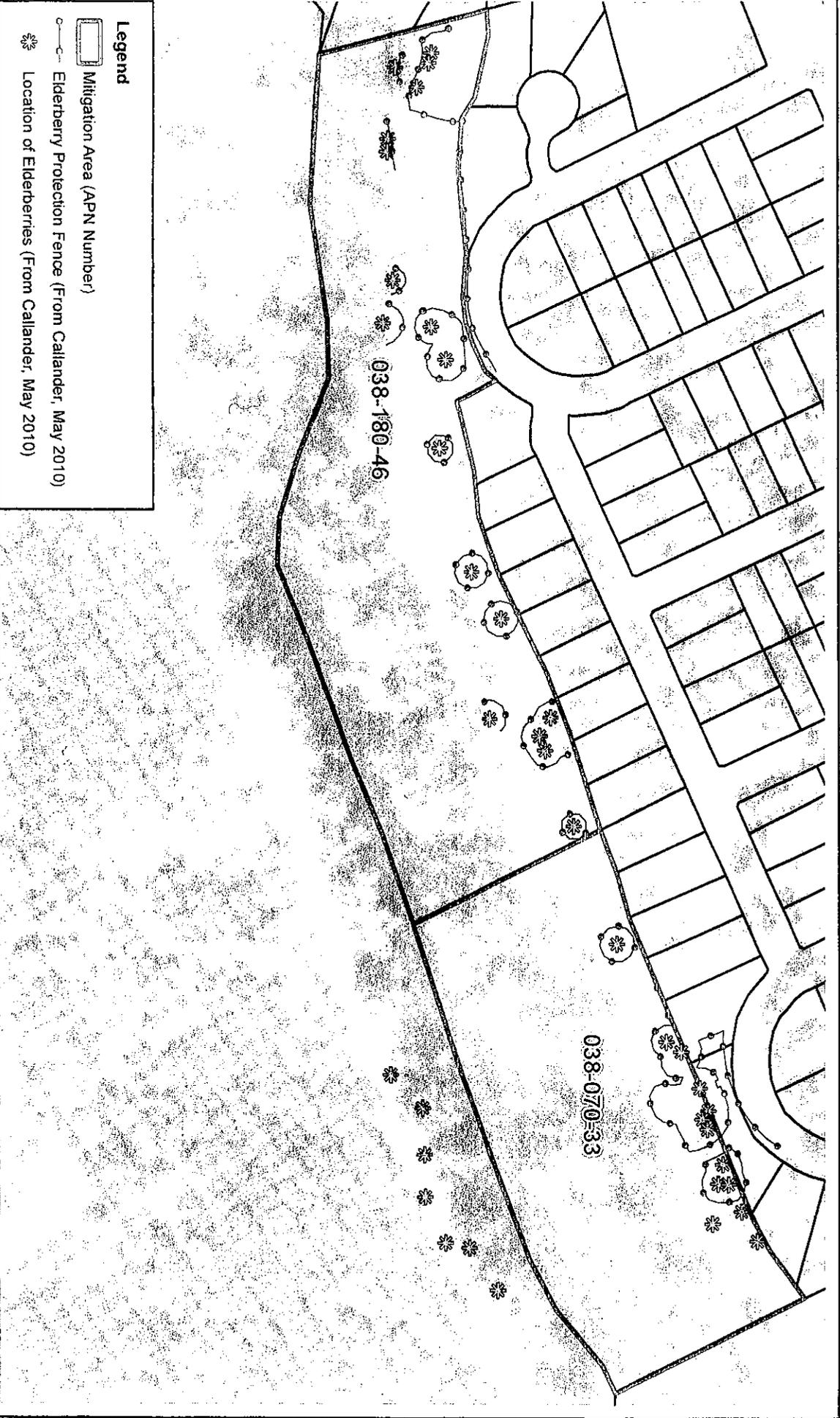
ASSESSOR'S PARCEL NUMBER: 038-070-033 AND 038-180-046



Coordinate System: NAD 1983 StatePlane California II FIPS 0402 Feet

Legend

-  Mitigation Area (APN Number)
-  Elderberry Protection Fence (From Callander, May 2010)
-  Location of Elderberries (From Callander, May 2010)



**Winters Putah Creek Nature Park
 On-Site Mitigation Area
 Winters, California**

**Figure 2
 Mitigation
 Property Map**

North Bank Trail Project

Exhibit B

Conveyance of Conservation Easement- Sacramento
Valley Conservancy

AGREEMENT FOR CONVEYANCE OF CONSERVATION EASEMENT

This AGREEMENT FOR CONVEYANCE OF CONSERVATION EASEMENT (the "Agreement"), dated _____, 2012 for reference purposes only, is by and between the CITY OF WINTERS, a political subdivision of the State of California ("Grantor"), and SACRAMENTO VALLEY CONSERVANCY, a California nonprofit public benefit corporation ("Grantee"). Grantor and Grantee are referred to herein together as the "Parties" and individually as a "Party." The "Effective Date" of this Agreement shall be the first date upon which Grantor and Grantee have executed this Agreement.

RECITALS

A. Grantor is the sole owner of certain real property located in the unincorporated area of Sacramento County, California, consisting of approximately Twelve and Two Tenths (12.20) acres located in the City of Winters, Yolo County, California, designated as Assessor's Parcel Numbers 038-007-033 and 038-018-046, and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property").

B. Grantor desires to conserve and protect the Property in perpetuity to satisfy certain habitat conservation requirements set forth in the U.S. Fish and Wildlife Service ("USFWS" Biological Opinion Number 81420-2011-F-0020-1, dated November 26, 2010, concerning the Winters Putah Creek Bridge Replacement – North Bank Improvements Project (the "Project").

C. Grantee is a conservation organization that is qualified to do business in California, and has as its primary purpose the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use. Grantee is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder, and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. Grantee is not a private foundation within the meaning of Section 509(a) of the Code.

D. Grantee is willing to accept a grant of conservation easement over the Property in accordance with the terms and conditions of this Agreement.

E. Grantor acknowledges that Grantee is entering into this Agreement in its own right and that Grantee is not an agent of any governmental agency or entity.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Agreement, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Conveyance Terms.** Subject to the terms and conditions of this Agreement, Grantor shall convey to Grantee, and Grantee shall accept from Grantor, a grant of a conservation easement covering the Property in the form and substance of the instrument

attached hereto as **Exhibit B** and incorporated herein by reference (the “**Conservation Easement**”), which, together with the Management and Monitoring Plan attached hereto as **Exhibit C** and incorporated herein by reference (the “**Management Plan**”), shall be subject to review and approval by USFWS. If USFWS requires any revisions to the Conservation Easement or Management Plan, then Grantor and Grantee shall have the right to approve or disapprove of such revisions, each in its sole discretion. If either Party disapproves of such revisions, that Party shall be entitled to terminate this Agreement upon delivery of written notice of disapproval to the other party, upon which the Parties’ this Agreement shall terminate; *provided*, such termination shall not relieve a Party of any obligation incurred under this Agreement prior to that termination.

2. **Conditions Precedent.** Grantor’s obligation to transfer the Conservation Easement to Grantee, and Grantee’s obligation to accept the Conservation Easement from Grantor, shall be conditioned upon and subject to each of the conditions precedent set forth in Subsections 2(a) through 2(e) below (collectively, the “**Conditions Precedent**”). In the event any of the Conditions Precedent are not timely satisfied or waived by the appropriate benefited party, this Agreement shall terminate and, except as otherwise provided herein, the parties shall have no further rights or obligations under this Agreement and the Conservation Easement:

(a) USFWS shall have approved the respective forms of the Conservation Easement and the Management Plan incorporated herein;

(b) Grantor shall have paid the full amount of the Transaction Cost Funding and the Stewardship Funding (each as defined in Section 3 below);

(c) The underwriter for Escrow Holder (as defined in Subsection 6(a)), shall be irrevocably committed to issue to Grantee the Title Policy (as defined in Subsection 5(b) of this Agreement);

(d) All representations and warranties made by the parties shall be true in all material respects as of the Closing (as defined in Section 6(b), below); and

(e) Each Party has delivered to the other the copies of certificates of the insurance coverages that Grantor and Grantee are required to purchase and maintain in accordance with this Agreement.

3. **Grantee Funding.**

(a) **Transaction Cost Funding.** At the Closing (as defined in Subsection 6(b) below) Grantor shall deliver to Grantee the amount, if any, by which the amount of the funding that Grantor has provided to Grantee outside of escrow pursuant to the letter agreement between Grantor and Grantee dated February 7, 2012 (the “**Letter Agreement**”), which was \$16,187.00 (the “**Funding Credit**”), is exceeded by the total of all of Grantee’s reasonable costs and expenses, including but not limited to attorney fees (the “**Transaction Cost Funding**”), incurred in connection with (i) the development and review of the Conservation Easement, (ii) the preparation of a baseline conditions report covering the Property, (iii) Grantee’s due diligence with respect to the physical and title conditions of the Property, (iv) the determination of the amount necessary for Preserve Stewardship Funding, (v) the negotiation and performance of this Agreement, and (vi) the Closing (other than Closing costs covered by the provisions of

Section 6(c) below) (the collectively, the “**Transaction Costs**”). Grantee shall provide Grantor with a written accounting of the Transaction Costs prior to the Closing. Grantor acknowledges and agrees that the Transaction Cost Funding is payment for time and expenses involved in providing professional services and is not a payment for brokerage, lobbying or legal services. If the Funding Credit exceeds the amount of the Transaction Costs, then Grantee shall refund the amount of such excess to Grantor at the Closing. Notwithstanding the foregoing, if this Agreement is terminated pursuant to the provisions of Section 1, or if the Closing does not occur on or before _____ for any reason other than a default by Grantee under this Agreement, then upon the earlier such event Grantee shall submit to Grantor an accounting of the amount of the Transaction Costs as of that date. If the Transaction Costs in such accounting exceed the amount of the Funding Credit, Grantor shall promptly pay such amount to Grantee; if the Transaction Costs are then less than the amount of the Funding Credit, then Grantee shall promptly refund the amount of such excess to Grantor. If Grantor disputes the reasonableness of any of the Transaction Costs, the Parties shall meet and confer to discuss the disputed costs and reach agreement as to the amount of the Transaction Costs that will be paid.

(b) **Easement Stewardship Funding.** At Closing (as defined in Subsection 6(b) below) Grantor shall deliver to Grantee the amount of Eighty-Two Thousand Nine Hundred Fifty-Four Dollars (\$82,954) to fund the costs and expenses of Grantee’s stewardship obligations under the Conservation Easement (the “**Easement Stewardship Funding**”). The amount of the Easement Stewardship Funding has been determined pursuant to the Property Assessment Record (“**PAR**”) set forth as **Exhibit D** attached hereto and incorporated herein by reference.

4. **Covenants Upon Termination or Failure to Close.**

(a) In the event of a termination of this Agreement or the failure of Escrow to close as provided herein due to a default of a Party, then the defaulting Party (as the case may be) shall pay any cancellation costs imposed by the Escrow Holder (as defined in Subsection 6(a) of this Agreement).

(b) In the event of any termination of this Agreement as provided herein through no default of a party, including the circumstance of the exercise of a Party’s right to terminate as provided herein, then Grantor shall pay any cancellation costs imposed by the Escrow Holder.

5. **Title.**

(a) **Title Review.** Grantee has reviewed the Preliminary Report, Order Number 302-6688, UPDATE Version 2, dated as of January 12, 2011, issued by Placer Title Company (the “**Title Report**”), which Title Report covers the Property. At the Closing, Grantor shall deliver to Grantee title to the Conservation Easement free and clear from all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes or assessments), and subject only to: (i) Exception Nos. 3 - 7; and (ii) an exception for the terms and conditions of the Conservation Easement (but not the provisions creating the insured interest).

(b) **Title Insurance.** Grantee shall obtain a CLTA owner’s policy of title insurance, in the amount of _____ Dollars (\$ _____),

insuring that title to the Conservation Easement is vested in Grantee free and clear from all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes or assessments), and subject only to the approved title exceptions listed in Subsection 5(a), above (the “**Title Policy**”).

6. **Escrow and Closing.**

(a) **Escrow.** Grantor has opened an escrow (the “**Escrow**”) with Placer Title Company, 134 C Street, Davis, CA 95616, Attn. Lisa Briggs (“**Escrow Holder**”), for the purpose of holding funds and closing the conveyance of the Conservation Easement in accordance with this Agreement. The Parties shall deliver to the Escrow Holder such escrow instructions and other documents as are reasonable and necessary to carry out the provisions of this Agreement.

(b) **Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall occur not later than thirty (30) days following the satisfaction of the Conditions Precedent set forth in Section 3 of this Agreement; *provided*, that this Agreement shall terminate if the Closing has not occurred on or before ~~12/31/2012~~, 2012. Grantor shall deliver to Escrow Holder: (i) an original grant of Conservation Easement executed by Grantor, as acknowledged by a notary; (ii) the Transaction Funding; and (iii) the Easement Stewardship Funding. Grantee shall deliver to Escrow Holder an original grant of Conservation Easement duly executed by Grantee, as acknowledged by a notary. The Parties shall also deliver to Escrow Holder any other documents reasonably required by the Escrow Holder.

(c) **Closing Expenses.** Grantor shall pay all fees and expenses of the Closing including, without limitation, all escrow fees, recording costs, document transfer fees and the premium for the Title Policy.

7. **Representations, Warranties and Covenants.**

(a) **Grantor’s Representations and Warranties.** Grantor makes the following representations and warranties.

(i) Grantor has full power and authority to enter into this Agreement, and to convey the Conservation Easement in accordance with this Agreement.

(ii) This Agreement has been duly executed and delivered by an authorized representative of Grantor and constitutes the legal, valid and binding obligations of Grantor in accordance with its terms.

(iii) No entity other than Grantor will be in possession of any portion of the Property at the Closing.

(iv) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry, pending or threatened against or relating to Grantor which would affect Grantor’s ability to perform its obligations under this Agreement.

(v) Other than the liens and encumbrances identified in the Title Report, there are no encumbrances or liens against any portion of the Property, including, but not limited to, unexpired leases, options, mortgages or deeds of trust.

(vi) Grantor's performance of this Agreement will not constitute a breach or default under any other agreement, whether written or oral, to which Grantor is bound and/or to which the Property is subject.

(vii) Except as may be identified in that certain Phase I Environmental Site Assessment dated April 9, 2012 prepared by BSK Associates there is no condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as defined below) on the Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Property or into or upon ground or surface water at the Property or within two thousand (2,000) feet of the boundaries of the Property. To the best of Grantor's knowledge, no Hazardous Substance is now or ever has been stored on the Property in pits or surface impoundments; nor is there any electrical transformer or other electrical equipment containing PCBs on the Property. For purposes of this Agreement, "**Hazardous Substance**" means any substance which is (A) defined as a hazardous waste, pollutant or contaminant under any Environmental Law (as defined below), (B) a petroleum hydrocarbon, including crude oil or any fraction thereof, (C) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or reproductive toxicant, (D) regulated pursuant to any environmental law, or (E) any pesticide regulated under state or federal law; and the term "Environmental Law(s)" means each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each agency or other governmental authority, pertaining to the protection of human health and safety or the environment.

(b) Grantee's Representations and Warranties. Grantee makes the following representations and warranties:

(i) Grantee has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(ii) This Agreement has been duly executed and delivered by a duly authorized representative of Grantee and constitutes the legal, valid and binding obligations of Grantee in accordance with its terms.

(iii) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry, pending or threatened against or relating to Grantee which would affect Grantee's ability to perform its obligations under this Agreement.

(iv) Grantee's performance of this Agreement will not constitute a breach or default under any other agreement, whether written or oral, to which Grantee is bound.

(v) Grantee is exempt from taxation under Section 501(c)(3), and is described in Section 170(h), of the Internal Revenue Code of 1986, as amended, and is not a private foundation within the meaning of Section 509(a) of the Code. Grantee has not received

any notice from the Internal Revenue Service or from the State of California that its exempt status is under examination.

(vi) Grantee is authorized to hold conservation easements pursuant to California Civil Code §815.3 and has not received any notice from the State of California that such authorization is under examination.

(c) Grantor's Covenants.

(i) Prior to Closing, unless specifically authorized by Grantee in writing, Grantor shall not enter into any agreement that provides for the sale or transfer of all or a portion of the Property, including but not limited to conveyance of any natural resources on or underlying the Property; nor shall Grantor sell, lease, transfer or convey all or any portion of the Property. In addition to Grantor's covenant in the immediately preceding sentence, Grantor shall not take any of the following actions prior to the Closing: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Property; (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Grantor's actions or omissions, including failure to make a required payment or failure to obtain the consent of a beneficiary under any deed of trust and/or mortgage, under any mortgage on the Property to enter into this Agreement, if such consent is required under the terms of such deed of trust and/or mortgage; (d) sell, assign or otherwise transfer to any other party any of the water rights, or other rights appurtenant to or relating to any portion of the Property; (e) undertake any work or improvements of any kind upon any part of the Property; or (f) use, produce, treat, store, release, transport or dispose of any Hazardous Substance on the Property.

(ii) Expansion of the Easement Area. In the event that Grantor decides at any time to grant a conservation easement over any portion of real property owned by Grantor that is outside adjacent to the Easement Area, Grantor shall offer to Grantee the opportunity to accept such grant of conservation easement by way of an amendment of the Conservation Easement to expand the legal description of the Conservation Easement to include such additional portion(s) of the Property (the "**Amended Conservation Easement**"). In connection with such offer, Grantor shall agree to provide Grantee with funding to cover the reasonable costs and expenses of Grantee's due diligence, including but not limited to undertaking such investigations of the then-current environmental and title conditions as are reasonable under then-applicable standards, in connection with Grantee's determination of whether Grantee will accept the offer. In the event that Grantee, in Grantee's sole discretion, elects to accept Grantor's offer, Grantor shall convey the Amended Conservation Easement in accordance with a written conveyance agreement containing terms and conditions substantially the same as those in this Agreement, except that Grantor shall not be required to provide any additional amount of easement stewardship funding to Grantee in connection with such conveyance.

8. **Breach of Representations, Warranties or Covenants.**

(a) **Grantor's Breach of Representations, Warranties or Covenants.** All Grantor's representations, warranties and covenants made in this Agreement are material and are relied upon by Grantee in entering into this Agreement. All representations and warranties shall be deemed to have been made as of the date of the execution of this Agreement, and as of the Closing. Grantor shall indemnify, defend with counsel, reasonably acceptable to Grantee, and hold Grantee, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns and each of them (the "**Grantee Indemnified Parties**") harmless from all expense, loss, liability, damages and claims, including attorneys' and experts' fees, arising out of the breach of any of Grantor's representations, warranties and covenants. Upon Closing, if Grantee so requests, Grantor shall deliver to Grantee a certificate in a form satisfactory to Grantee's counsel stating that all of their respective representations and warranties are true and correct as of the Closing.

(b) **Grantee's Breach of Representations or Warranties.** All Grantee's representations and warranties made in this Agreement are material and are relied upon by Grantor in entering into this Agreement. All representations and warranties shall be deemed to have been made as of the date of the execution of this Agreement, and as of the Closing, and shall survive the Closing. Grantee shall indemnify, defend with counsel reasonably acceptable to Grantor, and hold Grantor, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns and each of them harmless from all expense, loss, liability, damages and claims, including attorneys' and experts' fees, arising out of the breach of any of Grantee's representations, warranties and covenants. Upon Closing, if Grantor so requests, Grantee shall deliver to Grantor a certificate in a form satisfactory to Grantor's counsel stating that all of their respective representations and warranties are true and correct as of the Closing.

9. **Interest.** If any monetary obligations arise amongst or between the Parties, the Party or Parties owing such funds shall pay to the Party or Parties due such funds (collectively, "**Creditor Party**"), on demand, interest, at the rate of one percent (1%) per annum (based on a 360-day year and charged on the basis of actual days elapsed) in excess of Bank of America's "Prime Rate" in effect from time to time, on any costs, fees (including attorneys' fees, consultant fees, and expert fees) or expenses incurred by Creditor Party in the enforcement of this Agreement or on any sums Creditor Party is obligated to pay in respect to the Creditor Party matters with respect to which indemnity is given under this Agreement, from the date of Creditor Party's demand. As used herein, the term "Prime Rate" means a base rate of interest which Bank of America establishes from time to time and which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto. Any change in the rate of interest on such expense, costs or sums due to a change in the Prime Rate shall be effective on the date each such change in the Prime Rate is announced by Bank of America.

10. **Legal Costs.** If either Party to this Agreement shall take any action to enforce this Agreement or bring any action for any relief against any other Party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is

prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs due hereunder. The amount of such fees and costs shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) appeal proceedings; (c) contempt proceedings; (d) garnishment, levy, and debtor and third party examinations; (e) discovery; and (f) bankruptcy litigation.

11. **Broker's Commission.** Grantor and Grantee each warrant and represent to the other that it has not retained, nor is it obligated to, any person or entity for brokerage, finder's or similar services in connection with the transactions contemplated by this Agreement, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such party with regard to the transactions which are the subject matter of this Agreement. Each Party shall indemnify, defend and hold harmless the other party from and against all obligations, liabilities, claims, damages, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) arising from or related to such party's breach of the foregoing representation and warranty, and such indemnity obligations shall survive the Closing, or the earlier termination of this Agreement, as applicable.

12. **Further Assurances.** Grantor and Grantee agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of, this Agreement.

13. **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement in writing shall be given in the manner set forth below, addressed to the party to be served at the addresses set forth beneath such party's signature on this Agreement, or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given on the second (2nd) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile shall be deemed to have been given on the earlier of (i) the date and at the time as the sending party (or such party's agent) shall have received from the receiving party (or such party's agent) oral confirmation of the receipt of such transmission or (ii) one hour after the completion of transmission of the entire communication.

14. **Time of the Essence; Dates.** Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or other day on which public agencies and major banks are not open for business (each a "Non-Business Day"), such date shall be deemed to be the succeeding business day. For purposes of this Agreement, a "business day" shall mean a day other than a Non-Business Day.

15. **Entire Agreement; Modification; Waiver.** This Agreement and the Letter Agreement contain the entire agreement between Grantee and Grantor pertaining to the Property and supersede all prior and contemporaneous agreements, representations, and understandings.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

16. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their assigns, and other successors in interest.

17. **Assignment.** Grantee may not assign its interests under this Agreement to any other party without the prior written consent of Grantor, which Grantor may grant or withhold in its sole discretion. Grantor may not assign its obligations under this Agreement to any other party without the prior written consent of Grantee, which Grantee may grant or withhold in its sole discretion.

18. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. **Drafting.** The Parties agree that this Agreement is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement as set forth below.

GRANTOR:

CITY OF WINTERS,
a California political subdivision

By: _____
Name:
Its:

Date: _____

Address:

Attn:

GRANTEE:

SACRAMENTO VALLEY CONSERVANCY,
a California nonprofit public benefit corporation

By: _____
Aimee Rutledge
Its: Executive Director

Date: _____

Address:
Sacramento Valley Conservancy
P.O. Box 163351
Sacramento, CA 95816
Attn: Aimee Rutledge

Exhibits:

- A – Legal Description of Property
- B – Form of Conservation Easement
- C – Management Plan
- D – Property Assessment Record

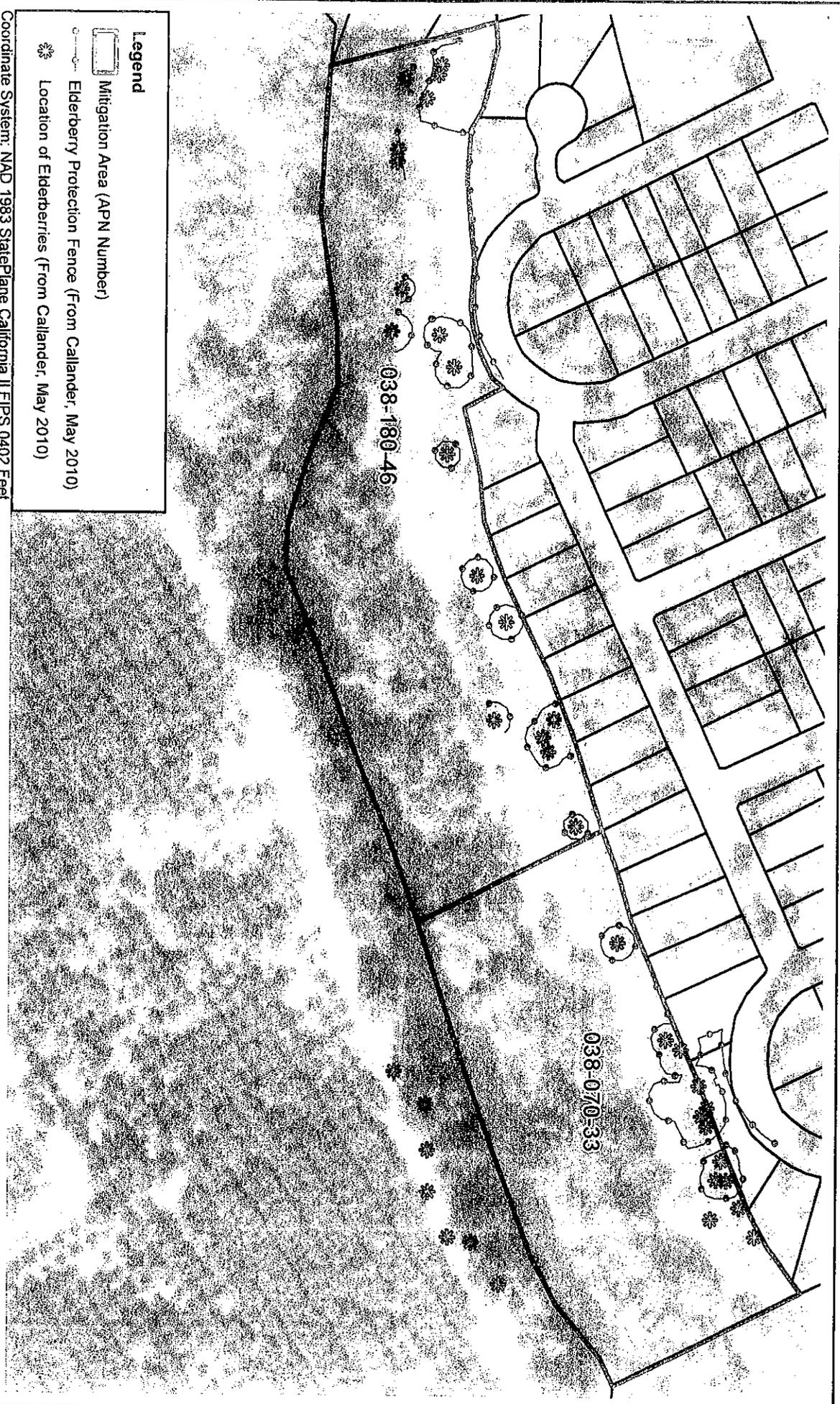
**Exhibit A to
Agreement for Conveyance of Conservation Easement**

LEGAL DESCRIPTION OF PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WINTERS, AND IS DESCRIBED AS FOLLOWS:

OUTLOT "A", PUTAH CREEK HAMLET NO.1, PHASE 1, FILED OCTOBER 6, 1992 IN BOOK 17 OF MAPS, PAGES 66, 67 AND 68, YOLO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 038-070-033 AND 038-180-046



Legend

 Mitigation Area (APN Number)

 Elderberry Protection Fence (From Callander, May 2010)

 Location of Elderberries (From Callander, May 2010)

Coordinate System: NAD 1983 StatePlane California II FIPS 0402 Feet



**Winters Putah Creek Nature Park
On-Site Mitigation Area
Winters, California**

**Figure 2
Mitigation
Property Map**

**Exhibit B to
Agreement for Conveyance of Conservation Easement**

FORM OF CONSERVATION EASEMENT

[The approved form of the Conservation Easement follows.]

**Exhibit C to
Agreement for Conveyance of Conservation Easement**

HABITAT MITIGATION PLAN

[The approved Management Plan follows.]

**Exhibit D to
Agreement for Conveyance of Conservation Easement**

PROPERTY ASSESMENT RECORD

[See pages 16-21 in Management Plan.]

North Bank Trail Project

Exhibit C

Long Term Management Plan- Conservation Easement

**LONG-TERM MANAGEMENT PLAN
North Bank Trail Improvement Project Mitigation Property**

**WINTERS PUTAH CREEK NATURE PARK
WINTERS, CALIFORNIA**

BSK PROJECT E100.27.01S

PREPARED FOR:

**The City of Winters
318 First Street
Winters, California 95694**

January 25, 2011 (Rev. 1/16/2012)

Engineers, Geologists, Inspectors and Scientists

**Long-term Management Plan (Template Version Date: May 2008)
For
The Winters Putah Creek North Bank Trail Improvement Project Mitigation Property**

Long-term Management Plan (Template Version Date: May 2008) For The Winters Putah Creek North Bank Trail Improvement Project Mitigation Property 2

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Long-Term Management Plan

I. Introduction

A. Purpose of Establishment

The Winters Putah Creek North Bank Trail Improvement Project onsite-mitigation area (“Mitigation Property”) was established by the Conservation Easement Deed and Mitigation Agreement (MA) to compensate for unavoidable impacts to, and to conserve and to protect a covered species and covered habitat. The Mitigation Property is located within the Winters Putah Creek Nature Park (WPCNP), and includes approximately 12.2 acres of habitat for elderberry (*Sambucus mexicana* for a covered species, Valley Elderberry Long-horn Beetle (VELB, *Desmocerus californicus dimorphus*). The MA Signatory Agency is the Sacramento Office of the U.S. Fish and Wildlife Service (FWS). Terms used in this management plan have the same meaning as defined in the MA.

B. Purpose of this Long-term Management Plan

The purpose of this long-term management plan is to ensure the Mitigation Property is managed, monitored, and maintained in perpetuity. This management plan establishes objectives, priorities and tasks to monitor, manage, maintain and report on covered species and covered habitat on the Mitigation Property. This management plan is a binding and enforceable instrument, implemented by the conservation easement covering the Mitigation Property.

C. Land Manager and Responsibilities

The WPCNP land manager is the City of Winters. The land manager, and subsequent land managers upon transfer, shall implement this long-term management plan, managing and monitoring the Mitigation Property in perpetuity to preserve its habitat and conservation values in accordance with the Mitigation Property’s MA, the conservation easement, and the long-term management plan. The activities under the long-term management plan are consistent with and will follow the general requirements of the Winters Putah Creek Nature Park Master Plan. Long-term management tasks shall be funded through the Endowment Fund. The land manager shall be responsible for providing an annual report to the FWS detailing the time period covered, an itemized account of the management tasks and total amount expended. Any subsequent grading, or alteration of the site’s hydrology and/or topography by the land manager or its representatives must be approved by the FWS and the necessary permits, such as a Section 404 permit, must be obtained if required.

II. Property Description

A. Setting and Location

The Mitigation Property is located at the City of Winters, Yolo County, State of California, designated Assessor's Parcel No. 038-007-033 and 038-018-046. The Property is shown on the general vicinity map (Figure 1) and the Mitigation Property map (Figure 2). The general vicinity map shows the Mitigation Property location in relation to the adjacent City of Winters, and I-505. The Mitigation Property map shows the site boundaries on a USGS topographic map (Figure 3).

B. History and Land Use

The proposed Mitigation Property is situated within a more extensive Winters Putah Creek Nature Park (WPCNP), a location which includes Putah Creek, recently improved and restored portions of riparian forest and floodplain, and a matrix of intact natural aquatic, wetland and riparian communities. The land in the general area of the Mitigation Property site is park land, bordering the residential part of the town of Winters and the extensive orchards on the opposite southern bank of the WPCNP.

C. Hydrology and Topography

The Mitigation Property site is a complex mosaic of features with an entrenched stream channel and several higher riparian terraces longitudinally oriented in the Putah Creek corridor, and the surrounding terrain is largely flat. The site hydrology is driven by Monticello dam management, which controls flow according to a legal agreement, the Putah Creek Accord. Regional inflows from just upstream occur at Dry Creek, and Putah Creek Diversion dam. Local precipitation typically runs onto the site because of the sloping topography.

D. Soils

According to the US Soil Conservation Service, the Mitigation Property soils are predominately Yolo Loam (YL) in the areas suitable for elderberry protection, and River Wash (RW) in the floodplain.

E. Existing Easements

There is only an existing easement for access to the site properties (Assessor's Parcel No. 038-007-033 and 038-018-046) by the Putah Creek Streamkeeper for the purpose of restoration and invasive weed management. (Attachment provided by the City of Winters in the Property

Assessment and Warranty.)

F. Adjacent Land Uses

Adjacent land uses are constrained by the larger WPCNP, and the City of Winters buffer zone, which precludes development. Putah Creek Road bounds the southern-most extent of the Park, separated from the mitigation area by Putah Creek.

III. Habitat and Species Descriptions

A. Biological Resources Survey of Mitigation Property

WPCNP and the Mitigation Property have been extensively studied (Cunningham Engineering, 2008; University of California Davis, 2006; WKA 2008). The previously submitted project Biological Assessment and the attached Lower Putah Creek Watershed Management Action Plan Phase I Resource Assessments (Electronic Exhibits H; EDAW, 2005; 2008; US Fish and Wildlife Service, 2010) include descriptions of geographic location and features, topography, soils, vegetation (including a detailed assessment of invasive species), species present and potentially present, habitat requirements of each species and a quality assessment of all habitat types, including and species presence based on the results of protocol surveys.

As a result of these surveys and other work developed by a number of sources, the City of Winters developed a vegetation management plan (City of Winters, 2006; 2007). The WPCNP has its full historic complex of native vegetation, and the City and the Putah Creek Streamkeeper are actively engaged in improving conditions for native species, and managing invasive and other non-native species.

A. Summary of Mitigation Property Development Plan

A total of 2.15 acres (if the project is phased, a minimum of 1.314 acres in the first phase and the remaining 0.835 acres in the second phase [USFWS BO, 2010; pg. 13]) will be planted as compensation for potential impacts to the VELB. While the WPCNP has previously delineated Waters of the United States, no project activities will impact Waters (Attached Callander Plans).

B. Endangered and Threatened Species

The WPCNP has numerous elderberry shrubs (over 54 described in several surveys) of various size classes, which is the host species for Valley Elderberry Longhorn Beetle (VELB), the locations of these plants are provided in the Attachment- Callander Detailed Planting Sheets.

C. Rare Species and Species of Special Concern

Not Applicable.

IV. Management and Monitoring

The overall goal of long-term management is to foster the long term viability of the Mitigation Property site's covered species and covered habitat. Routine monitoring and minor maintenance tasks are intended to assure the viability of the Mitigation Property in perpetuity.

A. Biological Resources

The approach to the long-term management of the Mitigation Property's biological resources is to conduct annual site examinations and monitoring of selected characteristics to determine stability and ongoing trends of the preserved and transplanted elderberry plants and assess any use of these plants by VELB. Annual monitoring will assess the Mitigation Property's condition, degree of erosion, invasion of exotic or deleterious species, water quality, fire hazard, and/or other aspects that may warrant management actions. While it is not anticipated that major management actions will be needed, an objective of this long-term management plan is to conduct monitoring to identify any issues that arise, and to use adaptive management to determine what actions might be appropriate. It is expected that the Putah Creek Streamkeeper, with his/her local knowledge of the site, its processes, ecological monitoring, and appropriate weed management, will support the Mitigation Property's management for the City of Winters.

Adaptive management means an approach to natural resource management which incorporates changes to management practices, to meet changing site conditions, or advances in ecological understanding. Those management changes can include corrective actions as determined to be appropriate by the FWS in discussion with the land manager. Adaptive management includes those activities necessary to address the affects of climate change, fire, flood, or other natural events, force majeure, etc. The Adaptive Management trigger for additional review would be based on the annual assessment of conditions that would cause direct loss of plants, or a declining trend in plant vigor or health, such as a significant loss of canopy cover. Before considering any adaptive management changes to the long-term management plan, the FWS will consider whether such actions will help ensure the continued viability of Mitigation Property's biological resources.

The land manager for the Mitigation Property site shall implement the following:

Element A.1. Covered Habitat

Objective: Monitor, conserve and maintain the Mitigation Property site's covered habitat.

Task: As part of the annual site walk-through, the Mitigation Property site's covered habitat will be examined for any changes, current condition or pending needs. Any necessary tasks will be identified, prioritized and implemented as endowment funding is available.

Element A.2 Threatened/Endangered Animal Species Monitoring

Objective: Monitor population status and trends.

Objective: Manage to maintain elderberry habitat for VELB

Task: Monitor VELB status every year for ten years by conducting population assessment surveys through borehole counts. The annual survey dates will generally occur from May-July (USFWS BO, 2010; pg. 4). Any occupied plants will be mapped and individually numbered to allow repeatable data collection over subsequent survey years. Abundance will be assessed quantitatively. The monitoring will consist of a stem count, shrub height, photo, and a health and vigor rating. If the shrub shows signs of post-construction damage the City will consult with the Service (through Caltrans) as to what additional measures or compensation are necessary.

Task: Visually observe for changes to occupied habitat, such as changed hydrology or vegetation composition. Record any observed changes.

Element A.5 Non-native Invasive Species

Invasive species threaten the diversity or abundance of native species through competition for resources, predation, parasitism, interbreeding with native populations, transmitting diseases, or causing physical or chemical changes to the invaded habitat.

Objective: Monitor and maintain control over non-native invasive species, including but not limited to noxious weeds, that diminish site quality for which the Mitigation Property was established. The land manager shall consult the following sources for guidance on what species may threaten the site and on management of those species: The California Department of Food and Agriculture (CDFA) list of "noxious weeds" that are subject to regulation or

quarantine by county agricultural departments, the California Department of Food and Agriculture's Integrated Pest Control Branch, and the University of California State Integrated Pest Management Program list of “Exotic and invasive pests and diseases that threaten California's agricultural, urban, or natural areas”.

Task: Mapping of non-native invasive species cover or presence shall occur during the first five years of Mitigation Property management, to establish a baseline. Mapping shall be accomplished through use of available technologies, such as GIS and aerial photography.

Task: Each year's annual walk-through survey (or a supplemental survey) will include a qualitative assessment (e.g., visual estimate of cover) of potential or observed noxious weeds or other non-native species invasions, primarily in or around the wetlands. Additional actions to control invasive species will be evaluated and prioritized.

Element A.6 Vegetation Management

Objective: Analyze effects of mowing, trimming and other management on habitat quality. If determined appropriate, develop and implement specific mowing actions in coordination with management at other local conservation sites to maintain habitat quality. The project will maintain a mix of elderberry age classes, and vigor in relative proximity to each other.

Objective: Adaptively manage vegetation based on site conditions and data acquired through monitoring to maintain biological values.

Task: Review and explore potential vegetation management regimes as proposals and/or opportunities and funding arise. If determined to potentially maintain site quality amend this long-term management plan with the FWS's approval to reflect those practices, and implement actions as funding allows.

Task: Implement vegetation management techniques, if determined beneficial and as funding allows, to maintain vegetation height and composition similar to baseline conditions or as determined likely to maintain VELB host plant habitat. Implementation of vegetation management techniques must be approved by the FWS.

B. Security, Safety, and Public Access

The Mitigation Property will be protected with a post and cable fence (USFWS BO, 2010; pg.2,) and shall have general public access, including low-impact recreation consistent with the Putah Creek Nature Park Master Plan, but it will be specifically managed so as to be protective of the elderberry habitat values, VELB, and the associated Easement, according to the Biological Opinion, Easement Conditions, Long-Term Management Plan, and the WPCNP Master Plan. Those protections include fixed, defined pedestrian and bicycle travel corridors, separation partitioning of access points from protected areas, and frequent review of site conditions by the land manager. Research and/or other educational programs or efforts may be allowed on the Mitigation Property site as deemed appropriate by the FWS, but are not specifically funded or a part of this long-term management plan. Potential wildfire fuels will be reduced as needed by mowing in areas where approved by the FWS.

Element B.1 Trash and trespass

Objective: Monitor sources of trash and trespass.

Objective: Collect and remove trash, repair vandalized structures, and rectify trespass impacts.

Task: During each site visit, record occurrences of trash and/or trespass. Record type, location, and management mitigation recommendations to avoid, minimize, or rectify a trash and/or trespass impact.

Task: At least once yearly collect and remove as much trash and repair and rectify vandalism and trespass impacts.

Element B.2 Fire Hazard Reduction

Objective: Maintain the site as required for fire control while limiting impacts to biological values.

Task: Mow or graze to reduce vegetation in areas required by authority agency(ies), and as approved by the FWS, for fire control.

C. Infrastructure and Facilities

Element C.1 Fences and Gates

Objective: Monitor condition of fences and gates.

Objective: Maintain fences and gates to prevent casual trespass, and allow necessary access

Task: During each site visit, record condition of fences and gates. Record location, type, and recommendations to implement fence and/or gate repair or replacement, if applicable.

Task: Maintain fences and gates as necessary by replacing posts, wire, and/or gates. Replace fences and/or gates, as necessary, and as funding allows.

D. Reporting and Administration

Element D.1 Annual Report

Objective: Provide annual report on all management tasks conducted and general site conditions to FWS and any other appropriate parties.

Task: Prepare annual report and any other additional documentation. Include a summary. Complete and circulate to the FWS and other parties by August 15 of each year.

Task: Make recommendations with regard to (1) any habitat enhancement measures deemed to be warranted, (2) any problems that need near short and long-term attention (e.g., weed removal, fence repair, erosion control), and (3) any changes in the monitoring or management program that appear to be warranted based on monitoring results to date.

V. Transfer, Replacement, Amendments, and Notices

A. Transfer

Any subsequent transfer of responsibilities under this long-term management plan to a different land manager shall be requested by the land manager in writing to the FWS, shall require written approval by the FWS, and shall be incorporated into this long-term management plan by amendment. Any subsequent Property Owner assumes land manager responsibilities described in this long-term management plan and as required in the Conservation Easement, unless otherwise amended in writing by the FWS.

B. Replacement

If the land manager fails to implement the tasks described in this long-term management plan and is notified of such failure in writing by any of the FWS, land manager shall have 90 days to cure such failure. If failure is not cured within 90 days, land manager may request a meeting with the FWS to resolve the failure. Such meeting shall occur within 30 days or a longer period if approved by the FWS. Based on the outcome of the meeting, or if no meeting is requested, the FWS may designate a replacement land manager in writing by amendment of this long-term management plan. If land manager fails to designate a replacement land manager, then such public or private land or resource management organization acceptable to and as directed by the FWS may enter onto the Mitigation Property in order to fulfill the purposes of this long-term management plan.

C. Amendments

The land manager, property owner, and the FWS may meet and confer from time to time, upon the request of any one of them, to revise the long-term management plan to better meet management objectives and preserve the habitat and conservation values of the Mitigation Property. Any proposed changes to the long-term management plan shall be discussed with the FWS and the land manager. Any proposed changes will be designed with input from all parties. Amendments to the long-term management plan shall be approved by the FWS in writing shall be required management components and shall be implemented by the land manager.

If the CDFG or USFWS determine, in writing, that continued implementation of the long-term management plan would jeopardize the continued existence of a state or federally listed species, any written amendment to this long-term management plan, determined by either the CDFG or USFWS as necessary to avoid jeopardy, shall be a required management component and shall be implemented by the land manager.

D. Notices

Any notices regarding this long-term management plan shall be directed as follows:

Land Manager (name, address, telephone and FAX)

City of Winters
318 1st Street
Winters, CA 95694-1923
Attn: Mr. City Manager

Property Owner (name, address, telephone and FAX)

City of Winters
318 1st Street
Winters, CA 95694-1923
Attn: City Manager
(530) 795-4910
Fax: (530) 795-4935

Conservation Easement Holder:

Sacramento Valley Conservancy
Attn: Executive Director
P.O. Box 163351
Sacramento, CA 95816
info@sacramentovalleyconservancy.org

Reporting Contact:

Caltrans Environmental Services,
Unit M-1, Third Floor
703 B Street
Marysville, CA 95901-5556

FWS, Signatory Agency:

U.S. Fish and Wildlife Service
Sacramento Field Office
2800 Cottage Way,
Room W-2605,
Sacramento, CA 95825
Attn: Field Supervisor

VI. Funding and Task Prioritization

A. Funding

Table 1 summarizes the anticipated costs of long-term management for the Mitigation Property. These costs include estimates of time and funding needed to conduct the annual basic monitoring site visits and reporting, weed mowing, trash removal, fence repair, and a prorated calculation of

funding needed to fully replace the fences every 25 years. The 2.15 acre initial mitigation area has been proposed in two phases: a minimum of 1.314 acres in the first phase, and 0.835 acres if there is a second phase [USFWS BO, 2010; pg. 13]), with following phases as project needs continue Service File 81420-2011-F-0020-01 and 81420-2008-F-1666-01). The phased endowment funding was described in the Biological Opinion and the following is a description of the phased approach as well as the total *potential* endowment funding,

The total annual (recurring) funding for the anticipated first phase (1.314 ac) is estimated to be approximately \$9,702, therefore, with the current annual estimated capitalization rate of 4.2% the total endowment amount required will be \$231,000. A total of \$15,000 will be required in advance of the endowment for one time costs, for a first-phase total cost of: **\$246,000**.

The total annual (recurring) funding for the entire mitigation area build-out (2.15 ac) is anticipated to be approximately \$14,443, therefore, with the current annual estimated capitalization rate of 4.2% the total endowment amount required will be \$343,881. A total of \$15,000 will be required in advance of the endowment for one time costs, for a project total cost of: **\$358,881**.

A state authorized trustee fund, which consists of monies that are paid into it in trust pursuant to law, and is appropriated to fulfill the purposes for which payments into it are made will hold the endowment. These interest monies will fund the long-term management, enhancement, and monitoring activities on habitat lands in a manner consistent with this long-term management plan.

Land manager shall consult with the state authorized trustee on a year to year basis to determine the amount of funding available for management and monitoring activities. Following annual management activities, land manager may invoice the trustee for management activities following the invoicing instructions provided by the trustee.

B. Task Prioritization

Due to unforeseen circumstances, prioritization of tasks, including tasks resulting from new requirements, may be necessary if insufficient funding is available to accomplish all tasks. The land manager and the FWS shall discuss task priorities and funding availability to determine which tasks will be implemented. In general, tasks are prioritized in this order: 1) required by a local, state, or federal agency; 2) tasks necessary to maintain or remediate habitat quality; and 3) tasks that monitor resources, particularly if past monitoring has not shown downward trends.

Equipment and materials necessary to implement priority tasks will also be considered priorities. Final determination of task priorities in any given year of insufficient funding will be determined in consultation with the FWS and as authorized by the FWS in writing.

Table 1. Phase I (1.314 ac) Mitigation Property Management and Monitoring Activities, Level of Effort, Frequency and Cost.

General Management & Monitoring Activities	Mitigation Property	Description	Level of Effort	Cost per Unit	Frequency	Schedule	Annual Cost
Element A.1 Covered Species,							
Monitor Covered Species		Walking survey; notes, photos**	No. of hours 6	\$/hour 120	once per year	May-July†	\$720
Element A.3 Covered Habitat,							
Monitor Covered Habitat		Map; assess abundance/health***	No. of hours 6	\$/hour 120	every year	April-May	\$720
Element A.5 Threatened/Endangered animal species monitoring,							
Monitor species		Map; assess abundance of boreholes**	No. of hours 9	\$/hour 120	every year for 5 years	May-July†	--
Element A.6 Invasive Species							
Assess weed growth, extent		Walking survey, map; research	No. of hours 6.5	\$/hour \$50x2 staff	1-2 times per year	spring, summer	\$650*
Weed removal		Hand labor	No. of hours 8	\$/hour \$50x2 staff	as needed	late spring, summer	\$800
Element A.7 Vegetation Management							
Mowing		Contract mowing	No. of hours	\$/hour \$50x2	once per year	early summer	\$500

5 staff

Table 1. Phase I Mitigation Property Management and Monitoring Activities, Level of Effort, Frequency and Cost, continued.

General Management & Monitoring Activities	Mitigation Property	Description	Level of Effort	Cost per Unit	Cost	Frequency	Schedule	Annual Cost
Element B.1 Trash and Trespass								
Trash and trespass monitoring		Walking surveys	No. of hours 1	\$/hour 50	\$50	2 times per year	as appropriate	\$50
Trash removal and cleanup*		Hand labor	No. of hours 1	\$/hour 50	\$50	as needed, 6 times per year	as needed/ bi-monthly	\$300
Element B.2 Fire Hazard Reduction								
Fire hazard assess and contracting (Included in mowing)		Survey, contract, supervise	No. of hours 5	\$/hour 50	\$250	as needed; once per year	late spring	\$250
Element C.1 Fences and Gates								
Survey & assess cable fences and signage		Walk; document conditions	No. of hours 1	\$/hour 50	\$50	1 time per year	annually	\$50
Repair fencing		Hand labor	No. of hours 2	\$/hour 50	\$100	as needed	annually	\$100
Replace fencing		Materials and labor	Number of feet	\$/foot	\$8,000	replace all every 25 yr	ongoing	\$320

Gate replacement (cable)	800	Materials and labor	1 gate	\$250	\$250	replace every 5 yr	as needed	\$50
Signage		Materials and labor	4 signs	\$25	\$100	replace every 10 yr	ongoing	\$10
Element D.1 Annual Report								
Annual report		Analyze & report; maps, photos	No. of hours	\$/hour		once per year	due in summer	\$2,400
			20	\$120				
Operations Administration			No. of hours	\$/hour		as needed	annually	\$250
			5	\$50				
<hr/>								
Account administration			No. of hours	\$/hour		as needed	annually	\$400
Vehicles and supplies		Misc.	5	\$80				\$250
Legal Defense Fund#			-	\$250				\$1,000
Pass-through/CDFG		3,0000	-	\$1,000				--
Totals								\$8,820
Contingency		10% of "Totals"						\$ 882
Current annual capitalization rate##		20-yr Treasury rate Dec 2010- 4.20%						4.2%
TOTAL ENDOWMENT								\$231,000

*Does not include volunteer Annual Creek Clean-up Day.

**Covered species is VELB. Biological Opinion requires 5 years of elderberry monitoring and borehole surveys.

***Covered habitat will include overall vegetation surveys, but not borehole counts.

†Borehole and insect surveys completed in addition to basic vegetation survey for the first 5 years, however, some survey time during the fall may be used to look for boreholes after the leaves have fallen. Annual cost is identified, but not used in calculations for endowment. Cost (\$12,000) will be funded in advance of endowment, see also next.

Ⓒ <http://www.dfg.ca.gov/habeon/endowments/>; one time pass-through cost (\$3,000) is identified, but not used in calculations for endowment.

#Legal Defense based on defense of easement- both minor and major, assuming LTA insurance. Annual funds should be kept in CDs or other liquid investment if not readily releasable.

##DFG 2010-1 rate 3.5%

Table 2. Build Out Mitigation Property Management and Monitoring Activities, Level of Effort, Frequency and Cost.

General Management & Monitoring Activities	Mitigation Property	Description	Level of Effort	Cost per Unit	Cost	Frequency	Schedule	Annual Cost
Element B.1 Trash and Trespass								
Trash and trespass monitoring		Walking surveys	No. of hours 1	\$/hour 50	\$100	2 times per year	as appropriate	\$100
Trash removal and cleanup*		Hand labor	No. of hours 1.5	\$/hour 50	\$75	as needed, 6 times per year	as needed/ bi-monthly	\$450
Element B.2 Fire Hazard Reduction								
Fire hazard assess and contracting (Included in mowing)		Survey, contract, supervise	No. of hours 10	\$/hour 50	\$500	as needed; once per year	late spring	\$500

Element C.1 Fences and Gates

Survey & assess cable fences and signage	Walk; document conditions	No. of hours 2	\$/hour 50	\$100	1 time per year	annually	\$100
Repair fencing	Hand labor	No. of hours 4	\$/hour 50	\$200	as needed	annually	\$200
Replace fencing	Materials and labor	Number of feet 1,000	\$10/foot	\$11,000	replace all every 25 yr	ongoing	\$440
Gate replacement (cable)	Materials and labor	1 gate	\$250	\$250	replace every 5 yr	as needed	\$50
Signage	Materials and labor	4 signs	\$25	\$100	replace every 10 yr	ongoing	\$10

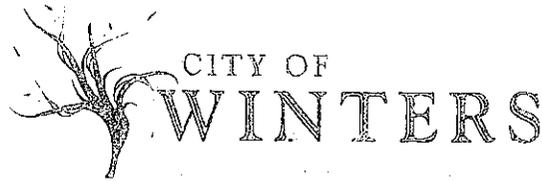
Element D.1 Annual Report

Annual report	Analyze & report; maps, photos	No. of hours 20	\$/hour \$120	\$2,400	once per year	due in summer	\$2,400
Operations Administration		No. of hours 5	\$/hour \$50	\$250	as needed	annually	\$250
Account administration		No. of hours 5	\$/hour \$80	\$400	as needed	annually	\$400

Vehicles and supplies	Misc.	-	\$250	\$250	\$250
Legal Defense Fund#		-	\$1,000	\$1,000	\$1,000
Pass-through/CDFG	3,0000			\$3,000	--
<i>Totals</i>					\$13,130
Contingency	10% of "Totals"				\$ 1,313
Current annual capitalization rate#	20-yr Treasury rate Dec 2010- 4.20%				4.2%
TOTAL ENDOWMENT					\$343,881

References:

City of Winters. 2006. City of Winters Habitat Mitigation Program.
City of Winters. 2007. Vegetation Management Plan (December).
Cunningham Engineering. 2008. Putah Creek Nature Park Master Plan.
EDA W. 2005. Lower Putah Creek Watershed Management Action Plan Phase I Resource Assessments.
EDA W. 2008. Lower Putah Creek Watershed Management Action Plan Proposed Projects.
US Fish and Wildlife Service. 2010. SI420-2011-F-0020-1. Formal Consultation on the Putah North Bank Trail Improvement Project (Biological opinion)
University of California, Davis. 2006. Putah Creek Terrestrial Wildlife Monitoring Plan.
WKA. 2008. Winters Putah Creek Nature Park Initial Study/Mitigated Negative Declaration.



Est. 1875

STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager: 
FROM: Alan Mitchell, City Engineer
SUBJECT: Project Budget Sheet and Design Services Agreement – Railroad Ave./Dry Slough Bridge Replacement, Project No. 11-02

RECOMMENDATION: Staff recommends that City Council approve the revised Project Budget Sheet (May 2012), and approve a Consultant Services Agreement No. 12.11-02 with Drake Haglan and Associates, in the amount of \$184,973, for the Railroad Ave./Dry Slough Bridge Replacement, Project No. 11-02, and authorize the City Manager to execute the Agreement.

BACKGROUND: In September 2011, Caltrans authorized Highway Bridge Program (HBP) funds for Preliminary Engineering, for replacement of Dry Slough Bridge. The Project consists of bridge rehabilitation and reconstruction of Railroad Avenue over Dry Slough to replace the existing structurally deficient two (2) lane bridge with a new two lane bridge. The new bridge will cross Dry Slough at the current span and alignment meeting AASHTO minimum standards.

In November 2011, staff issued a Request for Proposals for a Consultant Team to provide environmental review and clearance (NEPA/CEQA), preliminary engineering, land final design, and construction administration. Due to lack of qualified in-house staff for this type of specialty design, it was deemed prudent to solicit qualifications from qualified consultants, to perform the desired services.

The City received seven responses. The qualifications were reviewed and scored against the following criteria: 1. Demonstrates a clear understanding of the requirements for the site and the work to be performed, and any opportunities or constraints associated with the site; 2. The overall quality of the technical proposal; 3. Relevant experience and technical competence of the consultant and the proposed sub-consultants, and the personnel assigned to this project; 4. Demonstrated understanding of Caltrans and federal-aid process for design, land acquisition, utility relocations, and environmental services for similar type projects; and 5. Organizational structure for proposed design team, identifying roles and responsibilities for lead consultant and sub-consultant personnel, and compliance with federal criteria for UDBE. The proposals were reviewed and scored by a panel consisting of: Carol Scianna, City of Winters, Scott Straub, Caltrans, and Kari Loth, Ponticello Enterprises.

Of the seven firms, three were shortlisted for a presentation/interview, which was held on February 23, 2012. The three firms were MGE Engineering, Drake Haglan and Associates, and Quincy Engineering. A panel consisting of Eric Lucero and Carol Scianna from the City, and Robert Liu from Solano County, interviewed the three teams and selected Drake Haglan based on their team member's qualifications and their pertinent design and environmental experience with similar bridges in Caltrans District 3 using HBP federal funds. The Drake Haglan team consists of Drake Haglan – Bridge Design, Rick Engineering – Civil Design, Sycamore Environmental – Environmental Documentation and Permitting, Taber Consultants – Geotechnical, and WRECO – Hydraulics.

Staff has been working with Drake Haglan to develop a comprehensive scope, fee, and schedule. The final scope of services was reviewed by other public agencies, including Placer County, Yolo County, and Caltrans, who have staff with experience on similar small-bridge projects. The services to be authorized at this time include preliminary design and environmental review and clearance. Once these are completed, staff will request additional HBP funding to complete the design for preparation of construction documents, as well as bidding and construction phase services. The design contract is now ready for approval by Council and execution by the City Manager.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The project is funded with Federal Highway Bridge Program (88.53%) and Gas Tax (11.47%) funds. The Agreement Fee is \$184,973, which will be paid based on actual time and materials, not to exceed that amount without approval.

Due to Caltrans policy to initially authorize for design (PE) up to only 25% of the estimated construction cost, the scope of services includes only preliminary engineering, environmental clearance, and project management. The initial construction cost estimate for the Dry Slough Bridge was approximately \$900,000, so only \$225,001 has been programmed, which is reflected on the updated Project Budget Sheet (PBS). Once these services are completed, staff will ask Caltrans to increase the amount programmed for PE, to complete the design and construction documents for bid call. Caltrans understands that the 25% simply does not work on small bridges (<\$1,500,000), particularly when there are any environmental issues. The 25% allowance is an average over all federally funded bridge projects.

Once the additional funds are programmed, staff will bring back to Council an Amendment to Drake Haglan's Contract and an updated PBS, for approval.

Attachment: Project Budget Sheet (May 2012)
Drake Haglan Agreement

EXHIBIT "A"

CITY OF WINTERS

BRIDGE REPLACEMENT RAILROAD AVENUE OVER DRY SLOUGH PROFESSIONAL DESIGN AND ENVIRONMENTAL SERVICES

SCOPE OF SERVICES

I. Project Background

Railroad Avenue is a two lane extension of County Road 89 through the center of the City of Winters (CITY) in Yolo County. Railroad Avenue crosses over Dry Slough approximately 0.77 miles north of State Route 128 (Grant Avenue). Railroad Avenue is classified as a major rural collector and is the main road from downtown Winters to points north. The Dry Slough Bridge on Railroad Avenue has been classified as structurally deficient and will be replaced under the Federal Highway Bridge Program (HBP):

Bridge Name: Railroad Avenue over Dry Slough

Bridge Number: 22C-0114

Bridge Type: Concrete Slab

Year Constructed: 1920

Sufficiency Rating: 2.0

II. Project Description

Replace the deficient concrete slab bridge on Railroad Avenue with a new bridge, in accordance with the requirements of the federal-aid Highway Bridge Program.

III. Items of Work

The CITY contracts with Drake Haglan & Associates (CONSULTANT) to provide engineering services, environmental services and construction plans, specifications and estimate (PS&E) for the Railroad Avenue Bridge at Dry Slough Bridge Replacement Project. The PS&E is to be prepared in English units in accordance with the latest editions (as of April 2012) from the following design standards and design criteria:

- City of Winters Improvement Standards
- A Policy on Geometric Design of Highways and Streets, AASHTO
- City of Winters Construction Specifications
- Caltrans Highway Design Manual
- Caltrans Traffic Manual
- Special Policies amending the Traffic Manual by Caltrans District 3
- Caltrans Standard Plans and Specifications
- Caltrans Standard Special Provisions
- Caltrans Bridge Design Specifications, Division of Structures (AASHTO)
- Caltrans Bridge Details Manual, Division of Structures
- Caltrans Bridge Design Aids Manual, Division of Structures
- Caltrans Bridge Memos To Designers, Division of Structures

- Caltrans Bridge Design Practice Manual, Division of Structures
- Caltrans Local Assistance Procedures Manual
- 55 miles per hour design speed on Railroad Avenue
- Remain within existing CITY right-of-way, whenever possible
- Avoid or minimize impacts to sensitive environment areas

Project design and related engineering services shall include the following tasks:

PHASE 1: PRELIMINARY ENGINEERING

This preliminary engineering phase consists of the environmental studies and associated tasks, and concludes with approval of the environmental document. The technical work in this phase is necessary for providing adequate definition of the project and project impacts.

TASK 1.1 - PROJECT INITIATION

TASK 1.1.1 - Kick-Off Meeting/Field Investigation

CONSULTANT will coordinate a kick-off meeting with the CITY, Caltrans, the consultant team and any other project stakeholders that may be appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule, and major project issues that have already been identified by project stakeholders will be shared at this meeting.

This meeting will be combined with a site visit.

TASK 1.1.2 – Preliminary Research

CONSULTANT will obtain pertinent existing information from local, state, and federal agencies related to this project. The CITY will deliver any additional project information available to CONSULTANT at the kick-off meeting.

Deliverables – Task 1.1

- Kick-Off Meeting Agenda & Minutes
- Project Baseline Schedule

TASK 1.2 – PROJECT MANAGEMENT

TASK 1.2 1– Project Management

CONSULTANT will manage the project by tracking the schedule, budget and value of the products produced. CONSULTANT will create and maintain an “issues log” for the project, which will include each issue encountered that requires a decision, the responsible decision-maker for that issue, and the date the decision was made. This “issues log” will be transmitted to the CITY on a regular basis.

Progress summary reports will be prepared and submitted to the CITY each month. The progress summary reports will identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format. CONSULTANT will also maintain

the schedule to forecast workload on the project including design, environmental, right-of-way and permitting activities. A revised schedule will be prepared and submitted quarterly. CONSULTANT will provide internal quality control on products submitted to the CITY. Quality control checkpoints will be shown on the project schedule.

In addition to the above tasks, CONSULTANT will set up a project ftp site to facilitate information exchange, such as the survey information, etc. Updated project information will be posted as needed to allow the CITY access to up-to-date information.

TASK 1.2 2– Progress Meetings

CONSULTANT Project Manager and appropriate staff will meet with the CITY and others as necessary to manage and deliver this project. Face to face meetings are to be held every other month at a minimum. For purposes of this scope, a total of 8 face-to-face meetings at the CITY offices are assumed.

TASK 1.2 3 – Quality Control / Quality Assurance

CONSULTANT will utilize a quality control plan/process whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP requirements. Senior level roadway and bridge PS&E review will be incorporated with Phase 1, "Preliminary Engineering" and Phase 3, Final Design.

Deliverables – Task 1.2

- Monthly Progress Summary Reports with Issues Log
- Quarterly Updated Project Schedule
- Project Information Binder (Work Plan and QA/QC Plan)
- Meeting Agendas and Notes

TASK 1.3 – SURVEYS AND MAPPING

TASK 1.3.1 – Topographic Mapping

CONSULTANT will perform detailed topographic mapping of the existing conditions on Railroad Avenue at the bridge site, including the area adjacent to the existing bridge that will be used for the temporary creek crossing. CONSULTANT will locate the existing bridge and utilities in the area, and take cross-sections along the road (50' stations) extending 300 feet north and south of each bridge.

TASK 1.3.2 – Hydraulic Analysis Surveying

CONSULTANT will obtain creek cross-sections at 150-foot to 200-foot intervals for approximately 1,500 feet upstream and downstream of the bridge, along with a control profile along the creek flow line to be used for the hydraulic analysis with the existing and proposed bridge improvements.

TASK 1.3.3 – Right-of-Way Records Research and Review

CONSULTANT will research available survey records for the area and perform a right of way survey to identify the physical limits of the existing right-of-way within the bridge project area.

Deliverables – Task 1.3

- Topographic Basemap and Survey Control Data Sheet
- Creek Cross Sections and Profile
- Digital Terrain Model (including RW and Utilities) in AutoCAD 3D format

TASK 1.4 – Geotechnical Engineering Services

CONSULTANT will perform the following geotechnical engineering and geotechnical field investigation tasks.

TASK 1.4.1– Foundation Study/Preliminary Report

Subsurface investigation to adequately define earth materials and foundation conditions at the project site is expected to include one sampled, logged auger and/or rotary drilled test boring to 70±ft depth near one abutment and a selectively sampled identification and/or impact driven cone penetration boring at the other abutment. The borings will be supplemented by hand-sampler probes made in the channel to help evaluate depth of channel debris/scour and continuity of near-surface soil units. In the event that equipment schedules and soil conditions permit, one electronic cone penetration test (CPT) will be made at an abutment in lieu of the identification/impact driven penetration borings. The CPTs provide a continuous profile that can be correlated to soil texture, strength and consistency and which can be particularly pertinent to the design of friction piling.

There appears to be adequate clearance at these sites to make all test borings in City right of way. If an encroachment permit is required from the City, the permit is assumed to be a no fee permit. Field operations will likely encroach into the traveled way. Traffic control measures will be used and will include warning signs and cones. At least one lane of traffic will be kept open during field study. Prior to exploration U.S.A. will be notified for location of underground utilities. We will also apply for and get the necessary environmental health permits for the proposed explorations. No hazardous substances are anticipated at these sites; if such are identified, work will be stopped at that location until a plan for this changed scope of work can be formulated and agreed to.

We expect to recover soil samples from the sampled borings at 5±ft (typical) intervals using Standard Penetration equipment. Encountered materials will be field classified and borings logged (including groundwater conditions) by an engineer/geologist. Laboratory testing to supplement field evaluation of earth material parameters is expected to include moisture-density and unconfined compressive strength determinations as well as corrosivity screening (pH/minimum Resistivity/sulfate/chloride content) on selected samples. One R-value test will be performed in evaluation of subgrade materials for pavement section recommendations.

The preliminary report of foundation investigation will summarize the results of study, make specific recommendations for type, elevation and allowable loading of bridge foundation elements and discuss groundwater and other subsurface conditions encountered as they may affect foundation design, construction and service. Site seismicity characteristics, based upon foundation data obtained from these studies, will be presented in accordance with Caltrans practice using their ARS Online tool.

The reports will address lateral soil pressures for use in structure design, discuss considerations of alternate foundation types and assess bank stability at the bridge sites. Pavement section recommendations will also be included with the Foundation Report. Review of design with respect to geotechnical considerations and consultation regarding questions of earth materials conditions which may arise during design are part of these services.

Task 1.4.2 Initial Site Assessment

It is our understanding that a Caltrans-compliant Initial Site Assessment is requested to identify evidence of existing hazardous materials conditions that might affect the proposed project and that this assessment is needed to satisfy the environmental review process. The purpose of the Initial Site Assessment, therefore, will be to identify the presence or likely presence of hazardous materials or petroleum products on the project site under conditions that could significantly affect the project.

For the purposes of this proposal, the limits of the project are assumed to be the limits of proposed right of way within the project alignment. It is understood that the City of Winters and Caltrans will review the Initial Site Assessment report. If property to be acquired for the project is greater than typical road right of way, additional study might be needed.

The scope of work presented below and estimated costs are based upon our understanding of the needs of the City of Winters, our experience on similar road projects and our experience with the environmental conditions in and around Yolo County.

Records Review

Selected federal, state, and regional environmental agency databases will be reviewed for information pertaining to the sites and properties within a minimum search distance of not less than one-quarter mile from the alignment. This data will be obtained from a vendor specializing in retrieval of environmental information. Chain of title research and/or review is not included.

Telephone interviews will be conducted with representatives of the Yolo County Environmental Health Department, the California State Regional Water Quality Control Board, the Central Valley Regional Water Quality Control Board and/or the California Department of Toxic Substances Control for any property identified during database review for which hydrogeologic conditions and other reasonable factors indicate a potential for environmental impact on a site.

Physical Setting And Site History

Review of readily available documents will be performed to identify physical setting of the site and obvious past uses of site and adjoining properties. Elements of the physical setting identified typically include:

- Topographic conditions.
- Geological conditions of area, including the potential for presence of naturally occurring asbestos at the site.
- Hydrogeological conditions including depth to groundwater, depth to other aquifers and regional and local gradient.

Documents reviewed pertaining to site history typically include:

- Recent Topographic maps.
- Recent and historical aerial photographs, if provided by the City of Winters; purchase of photos is not included.
- Published geologic maps and reports, and, if provided by the City of Winters, any geotechnical, hydrogeologic or environmental reports pertaining to the site or vicinity.

In addition to the above sources, historic topographic maps and aerial photographs in our library and other available local sources, with coverage of the project site will be reviewed.

Site Reconnaissance

Reconnaissance of the site will be performed to identify visual evidence of:

- Current uses and evidence of past uses of the site and adjacent properties.
- Potential areas of concern such as above or below ground fuel storage tanks, vehicle maintenance areas, past oil and gas operations, dump sites, discolored soils or stressed vegetation, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc.

Reconnaissance will be performed primarily by drive-by observation (windshield survey) along the project corridor, supplemented by local walking traverse at locations where drive-by observation indicates possible evidence of hazardous materials or petroleum products that could affect the project.

Interviews

Reasonable attempts will be made to conduct interviews with persons identified as knowledgeable about potentially contaminated locations on or adjacent to the site to obtain information indicating their potential impacts on the project. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed might include owners, occupants, local government officials, or others.

Initial Site Assessment Report

A report documenting our assessment will be prepared for the project. The report will include but not necessarily be limited to the following:

- Site Description;
- Records Review;
- Site reconnaissance information;
- Interview Information;
- Photocopied pictures of significant items of environmental concern on the site (if any);
- Pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed (if any);
- Findings and Conclusions - including opinion of potential impacts of any recognized environmental conditions concerning the project site and, if considered warranted, recommendations for further study.

The Initial Site Assessment report submittals will include a "draft" version for review, a "revised draft" version incorporating review comments, and a final report incorporating any final comments.

Initial Site Assessment Report Limitations

The proposed work will be limited to items listed above, and does not include testing of soil, air, surface water or groundwater, or evaluation for the presence of radon or other naturally occurring materials (unless naturally occurring asbestos is anticipated), lead based paint, lead in drinking water, manufactured asbestos or materials containing asbestos, physical hazards, or wetlands. The scope of the proposed study has been developed and is considered appropriate for a Caltrans-compliant Initial Site Assessment, in accordance with the requirements of the Caltrans Environmental Handbook, Volume I, Chapter 10 and is not intended as an Environmental Site Assessment as defined by ASTM Standard E 1527 or the EPA All Appropriate Inquiry standard.

Conclusions and opinions expressed in the Initial Site Assessment report will not be a legal opinion regarding compliance with regulatory requirements. The report will be prepared for and is intended for the exclusive use of the City of Winters. The findings will be relevant to the dates of our site visits and dates of reviewed records, and should not be relied upon to represent conditions at later dates. The findings will rely (in part) upon information from databases of various government agencies that might be out-of-date or incomplete.

Site reconnaissance will be limited to walking and drive-by observations from public right-of-way and private properties within the site for which right of entry is provided to us. Observations of buildings or other structures within the site limits will be limited to the structure exterior; observation of structure interiors is not included. It is possible that more detailed reconnaissance, requiring more time than budgeted herein, could reveal additional evidence pertinent to the project.

The proposed Initial Site Assessment is intended to attempt to identify, to the extent feasible pursuant to the processes prescribed herein, the presence or potential presence of hazardous material or petroleum product contamination of soil or water

that could significantly affect the feasibility or cost of the proposed project; it is not meant to find every possible problem. Our conclusions regarding the site will be based on observations of existing site conditions, our interpretation of available site history, and site usage information. Conclusions regarding the condition of the site will not represent a warranty that all areas within the site are of the same quality as may be inferred from observable site conditions and readily available site history. While a more comprehensive scope of work can help reduce risk, it should be recognized that there is a need for balance of cost and risk, and it is impossible to determine absolutely that a site is free of environmental hazards or liabilities. A consultant can only render an educated opinion of the site's condition at the time the assessment is conducted. The scope of work, degree of risk and cost are directly related and can be adjusted based upon the client's needs and goals.

Deliverables – Task 1.4

- Bridge Preliminary Geotechnical Report (PFR)
- Draft Geotechnical Report
- ISA
- Draft Log of Test Borings (LOTB)
- Roadway Design Parameters

TASK 1.5 – Hydrology and Bridge Hydraulic Report

The CONSULTANT will be providing the bridge hydraulics as follows:

TASK 1.5.1 – Data Review and Field Reconnaissance

CONSULTANT will review available data provided by the CITY and other relevant sources.

CONSULTANT hydraulic staff will conduct a site visit at the proposed bridge replacement location. The site visit will help with the determination of the appropriate Manning's n-value and to assure that all necessary channel characteristics are modeled in the hydraulic analysis. Collect photographs to aid in the processing of the report.

Task 1.5.2 - Hydrologic Analysis

CONSULTANT preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there were no published flow rates available for Dry Slough at the Project site. CONSULTANT will perform a hydrologic analysis using the U.S. Army Corps of Engineers' HEC-HMS software using the procedures specified in the Yolo County City/County Drainage Manual to determine the 50- and 100-year peak discharges to be used in the hydraulic analysis for the Project. CONSULTANT will also study available gaging station data and perform flow frequency analysis to determine the peak discharges. The results from different methods will be compared to determine the final design flow values.

Task 1.5.3 Hydraulic Analysis

CONSULTANT will perform hydraulic analyses to determine the design flow characteristics for the existing and proposed conditions. The hydraulic analysis will conform to standards set in the Yolo County City/County Drainage Manual and other applicable standards. CONSULTANT will perform the hydraulic analysis of Dry Slough by developing a one-dimensional steady state model using the U.S. Army Corps of Engineers' HEC-RAS software.

Task 1.5.4 Location Hydraulic Study

CONSULTANT will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. CONSULTANT will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Task 1.5.5 Scour Analysis

CONSULTANT will perform a bridge scour analysis to determine the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. CONSULTANT will make recommendations on the need for scour countermeasures.

Task 1.5.6 Bridge Design Hydraulic Study Report

CONSULTANT will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydrologic, hydraulic and bridge scour analyses, and present recommendations for bridge scour countermeasures. The report will include all of the detailed hydraulic model output..

Deliverables – Task 1.5

- Location Hydraulic Study (LHS)
- Draft Hydraulic Report
- Scour estimates and bank protection parameters
- 3 copies Final Hydraulic Report

TASK 1.6 – Preliminary Project Design

The bridge replacement project description needs to be well defined for use in preparation of the environmental documents. This task includes only the engineering studies and project plans needed to define the actual limits of the project so that the environmental studies can be completed.

Task 1.6.1 Preliminary Bridge and Roadway Studies

Upon completion of the topographic mapping, a proposed bridge and roadway alignment will be prepared. The bridge profile and span arrangements will be determined in conjunction with the hydraulic studies to provide the best fit for the project site. The roadway improvements will be the minimum needed to tie the bridge back into the existing roadway. The roadway will conform back into the existing road within the 200-foot limit as allowed by the federal HBP regulations.

A set of geometric alignment drawings (GAD's) showing the horizontal alignment and vertical profile will be prepared and submitted to the CITY for approval. A Bridge Type Selection study will be prepared in accordance with Caltrans Memo to Bridge Designers 1-29. A formal Bridge Type Selection meeting is not anticipated.

Upon approval of the GAD's and the bridge type selection, the project description will be prepared for the environmental document, and the APE map prepared along with areas of disturbance. The Bridge General Plan will be prepared and circulated in 11x17 format to the CITY and other agencies and stakeholders as necessary.

A Bridge General Plan Estimate will be prepared and combined with an updated 6-page roadway estimate to produce a complete updated project estimate of construction cost.

The information developed during the preliminary bridge and roadway studies will be assembled into a short technical memorandum that includes:

- Summary including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions
- Discussion of the pros & cons of each bridge type (Type Selection Memo)
- Preliminary quantities and estimated construction cost for each alternative
- Recommended bridge type for final design
- List of design decisions needed by the CITY
- List of issues that will be resolved during final design

Deliverables – Task 1.6.1

- Geometric Approval Drawings including Roadway Typical Sections
- Project Description
- Bridge General Plan
- Area of Disturbance
- Bridge Type Selection Memo
- APE Map
- Bridge GP Estimate
- Draft and Final Project Memorandum

Task 1.6.2 - Utility Coordination:

CONSULTANT will provide utility coordination support for the proposed project as needed for the preliminary design. This phase consists of initial contact with the utility companies, (Utility A letters), notifying them of a potential project and requesting their facility maps for the project area. A draft utility letter will be prepared for the CITY to distribute to the affected utility companies.

It is assumed that all affected utility movements will be designed and constructed by the applicable utility owners. When project design is approximately 65% complete, CONSULTANT will prepare initial relocation notices (Utility B letters) and submit copies, hard copy and computer disk, to the CITY Project Manager for transmittal to recipients on CITY letterhead. CITY will forward to CONSULTANT a copy of Utility "B" letters sent and all correspondence received.

Deliverables – Task 1.6.2

- Utility “A” Letters
- Utility “B” Letters

PHASE 2: Environmental Documentation

Phase 2 is the environmental studies and engineering in support of the technical studies, and concludes with approval of the CEQA and NEPA documents.

Task 2.1 - Project Management and Coordination:

This task consists of CONSULTANT directing the Project Team, project coordination with the CITY, affected agencies, including telephone coordination and conferences; monitoring schedule and budget performance; and preparing progress reports, invoices, and schedule updates for the CITY. This is also a continuation of the Project Management Tasks defined in Phase 1.

Deliverables – Task 2.1

- Monthly Progress Summary Reports with Issues Log
- Quarterly Updated Project Schedule
- Project Information Binder (Work Plan and QA/QC Plan)
- Meeting Agendas and Notes
- LAPM/HBP Documents

Task 2.2 Natural Environment Study (NES) Report

The Natural Environment Study (NES) report documents describes the existing biological environment and how the project affects that environment. It provides the technical background concerning plants, animals and natural communities occurring in the project study area. Chapter 2 of the SER Environmental Handbook Volume 3 provides the methods, procedures, and standards for an NES report. The NES report will be prepared in the current Caltrans format.

- Conduct background research (Review special-status species lists and records, species biology, soils information, maps, etc).
- Identify and scope project issues (level of detail necessary, areas of direct and indirect affect, contacts with relevant agencies and individuals).
- Conduct field survey. Identify and map vegetative communities and sensitive resource features. Prepare a list of plant and animal species observed in the biological study area.
- Identify potential project impacts and mitigation (Explain avoidance and minimization measures, project impacts, and compensatory mitigation).
- Prepare a project location map, aerial photograph map, and biological resources map.
- Prepare a map that identifies impacts to biological resources, including waters and wetlands, based on the project design.

- Incorporate County and Caltrans comments.

Task 2.3 Wetlands Study

Sycamore Environmental will conduct a Wetlands Study of the project study area in accordance with the SER. Chapter 3 of the Environmental Handbook Volume 3 (Caltrans 3 January 2003) provides the methods, procedures, and standards for a Wetlands Study. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual, Regulatory Guidance Letter 05-05, the Regional Supplement, and the Sacramento District minimum standards.

- Acquire and review background information (such as soils information, National Wetland Inventory Maps, topographic maps and aerial photography, etc.).
- Delineate wetlands and waters of the U.S. in the project area (data points and other data acquisition in the field).
- Prepare a project location map, aerial photograph map, soils map, and jurisdictional delineation map.
- Incorporate County and Caltrans comments.

Task 2.4 Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR)

Tremaine & Associates will prepare an ASR based on the APE map to identify archaeological resources in the study area that are eligible or potentially eligible for listing on the National Register of Historic Places or the California Register of Historical Resources. This study will support CEQA, NEPA and Section 106 of the National Historic Preservation Act (NHPA) findings.

An HPSR is a Caltrans specific report format that provides a summary of the ASR. The HPSR will document Native American and Interested Party consultation and public participation efforts. The HPSR project description will include a detailed project description and whether the project is expected to have an effect on properties eligible for listing in the California or National Register.

- **Records Search & Literature Review.** To identify known cultural resources located in or near the APE, a records search will be requested from the Northwest Information Center (NWIC). This will allow us to determine the potential likelihood of encountering prehistoric or historic resources during the construction phase. The results of this search will be reviewed, along with findings from supplemental literature review.
- **Prefield Preparation.** This task involves preparing various field maps (aerial, modern topo, historic topo, soils, geology) for developing resource expectations regarding potential resources.
- **Native American & Historical Society Consultation.** Tremaine will contact the Native American Heritage Commission (NAHC) and request a list of local Native American individuals or groups to notify and provide information to regarding the project. The NAHC will also conduct a search of their sacred lands files to ensure

that no sacred sites exist within the project area. The NAHC has 10 days to respond to our request. As part of the consultation, letters will be sent to all interested individuals or groups on the NAHC list. Follow-up phone calls need be conducted within two weeks after the letters have been sent.

- Field Survey. The field survey will involve an examination of the ground within the Area-of-Potential-Effects (APE).
- Report Preparation (ASR and HPSR). This task involves preparation of draft and final ASR and HPSR reports.

Deliverables – Tasks 2.2, 2.3 & 2.4

- City review draft (Two hardcopies, and digital copies)
- Caltrans initial review draft (Two hardcopies, and digital copies)
- Five final copies each for City and Caltrans. (4-bound, 1-unbound, and digital copies).
- City review draft (Two hardcopies, and digital copies)

Task 2.5 CEQA/NEPA Documentation

The technical studies and agency coordination that satisfy NEPA also support CEQA. Caltrans prepares its NEPA document, which is expected to be a 6004 NEPA Categorical Exclusion. Sycamore Environmental will coordinate with Caltrans for NEPA Categorical Exclusion documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

The anticipated CEQA Environmental Document (ED) is an Initial Study/Mitigated Negative Declaration (ISMND). Sycamore Environmental will prepare the ISMND using the City's format.

Task 2.5.1 Draft Environmental Document

Sycamore Environmental will prepare an administrative CEQA draft ISMND using the City's format. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance.

Task 2.5.2 Circulate Draft Environmental Document

Sycamore Environmental will assist the City in circulating the Draft IS for public comment. Responses will be prepared if any comments are received during the circulation.

Task 2.5.3 Prepare and Approve Final Environmental Document

Sycamore Environmental will prepare draft "Notice of Intent to Adopt" and Mitigation Monitoring Plan.

Deliverables – Task 2.5

- o City review Administrative ISMND (Two hardcopies, and digital copies)
- o Public Review Draft ISMND (15 hardcopies for the State Clearinghouse, 10 hardcopies for the City, and digital copies)
- o Administrative Draft Final ISMND (Two hardcopies, and digital copies)
- o Final ISMND (10 hardcopies for the City and digital copies)

(OPTIONAL) TASK 2.6 - Biological Assessment

If Caltrans requires the preparation of a Biological Assessment (BA) for federal Endangered Species Act (ESA) consultation, Sycamore Environmental will prepare the BA. This scope specifically excludes this study, but it is included for reference should it become required. A BA focuses solely on federal listed and proposed species and critical habitat. Chapter 14 of the Environmental Handbook Volume 1 and Chapter 4, Volume 3 provides the methods, procedures, and standards for a BA. The BA will be prepared using the current Caltrans format.

The Preliminary Environmental Study (PES) is the first step in the Caltrans process to determine what studies are needed to identify the potential presence of sensitive environmental resources within the project area. A complete and signed (by Caltrans) PES Form is required for all local agency federal-aid transportation projects "OFF" the State Highway System. CONSULTANT will prepare the PES Form in accordance with Chapter 6.3 and Exhibit 6-B of the Local Assistance Procedures Manual. The PES will identify technical studies, coordination, and permits required to complete NEPA. This task is complete when Caltrans approves and signs the PES and Area of Potential Effects (APE) map supplied by CONSULTANT.

Deliverables – Optional Task 2.6

- o City review draft (Two hardcopies, and digital copies)
- o Caltrans initial review draft (Two hardcopies, and digital copies)
- o Five final copies each for City and Caltrans. (4-bound, 1-unbound, and digital copies).
- o City review draft (Two hardcopies, and digital copies)
- o Caltrans initial review draft (Two hardcopies, and digital copies)

PHASE 3: FINAL DESIGN

Upon receiving written approval for the completion of the CEQA and NEPA processes, the Final Design phase will commence.

Task 3.1 - Project Management and Coordination:

This task consists of directing the Project Team, project coordination with the CITY, affected agencies, including telephone coordination and conferences; monitoring schedule and budget performance; and preparing progress reports, invoices, and schedule updates for the CITY. This is a continuation of the Project Management Tasks defined in Phase 1.

CONSULTANT staff will meet with the CITY staff for a final design phase kick off meeting. At the final design phase kick off meeting, the preliminary design work produced to date,

the final engineering scope of work, project requirements, design criteria, and the CITY's most current scheduling and review requirements will be discussed. The CITY and CONSULTANT will meet on site for a field review to discuss existing conditions and confirm the layout of the bridge at the site. CONSULTANT shall prepare and distribute a meeting agenda before the meeting, and minutes with action items required of participants will be prepared and distributed after the meeting.

Deliverables – Task 3.1

- Monthly Progress Summary Reports with Issues Log
- Quarterly Updated Project Schedule
- Project Information Binder (Work Plan and QA/QC Plan)
- Meeting Agendas and Notes
- LAPM/HBP Documents

Task 3.2 - 65% Design:

This task consists of bringing the concept designs developed for the geometric approvals and bridge type selection up to the 65% "unchecked details" level of completion.

Task 3.2.1 - Roadway Civil Design:

The roadway civil design will proceed based on the approved preliminary engineering design concepts, and will be further developed as needed to support the environmental process.

The roadway will include as designed, based on a CITY supplied Traffic Index (TI) and the recommendations of the Geotechnical Report indicating the R-value.

The Typical Section sheet and Plan & Profile sheets will be produced. The Typical Section will show the roadway dimensions and structural sections based on CITY provided traffic index (TI) and the R-values as determined from the geotechnical study. The plan view will delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, will be shown to sufficiently describe both the horizontal and vertical alignments.

The approach roadway Construction Details will be prepared at appropriate scales. Utility locations, re-grading and geometric details will be shown. Specific improvement details may also be shown on the Construction Details.

Traffic handling details will be shown on relevant sheets. The plan will show detour route signage to be used during any intermittent construction closures (if planned). Advisory and construction area signs (CAS) will be shown on a Construction Area Signs Sheet.

A signing, striping, and pavement marking plan will be developed utilizing CITY standard details and current Caltrans Traffic Manual, Sign Specifications, and Standard Plans, as applicable. Existing as well as new sign locations will be shown. Sign panels will be shown for new nonstandard signs. Standard signs will be designated by appropriate Caltrans standard sign numbers. Temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K) will be shown, as necessary, on this plan. CONSULTANT staff will

work closely with the CITY Traffic Engineer to incorporate applicable requirements into the bridge plans.

A Summary of Quantities Sheet for all traffic items including pavement markers, pavement markings, striping, and permanent signs will be prepared.

Task 3.2.2 - Bridge Design and Detailing

Bridge design in support of the environmental process will be in accordance with Caltrans Bridge Design Specifications and applicable sections of the Caltrans Bridge Memo to Designers and Bridge Design Aids manuals. The design will meet CITY, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance with latest edition of the Caltrans Seismic Design Criteria.

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing will be based on the use of the latest Caltrans Bridge Design Specifications, Standard Plans and Standard Specifications.

Task 3.2.3 - 65% Plans Submittal

A submittal of the 65% plans will be made to the CITY. A preliminary contract item list will be prepared, as well as an updated GP estimate reflecting any significant changes from the Final Project Memorandum. CONSULTANT will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to submittal to the CITY.

CONSULTANT will deliver five sets of half size (11x17) plan sheets and attend one submittal review meeting at the CITY office. Upon receipt of CITY comments on the 65% plans submittal, and approval of the environmental documents, CONSULTANT will review and incorporate applicable revisions into the design and will resubmit with the draft PS&E submittal.

Deliverables – Task 1.6.5

- Five sets 65% 11x17 Plans
- Updated Engineers Estimate
- Contract Items List

Task 3.3 - Bridge Design Independent Check

CONSULTANT will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures. A plan set will be marked up following CONSULTANT QC plan. Upon completion of design check, discrepancies between the design and checker will be reconciled and plans updated for preparation of quantities, estimate and specifications. CONSULTANT will prepare responses to comments received on the 65% submittal.

Task 3.4 – Final Roadway Design

CONSULTANT will finalize roadway plans and respond to comments received from the 65% submittal. Final grading and drainage details will be developed as well as new/existing roadway conformance details.

Task 3.5 - Specifications

CONSULTANT will prepare required technical special provisions for Sections 8, 9 and 10. CONSULTANT will supply project specific information to the CITY for inclusion into the CITY supplied boilerplate specifications, including Section 4, order of work, time of completion, etc. The basis of the specifications shall be the latest Caltrans Standard Specifications. It is assumed that the CITY will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications. CONSULTANT will assemble the final project specifications ready for printing the contract documents. CONSULTANT will review project plans and specifications to confirm that appropriate avoidance measures and conditions of permits, including items of work required by the permits, and environmental mitigation measures are incorporated into the bridge plans and specifications. Items of work required by the permits will be included in the estimate and addressed in the specifications.

Task 3.6 - Quantities and Engineer's Estimate

Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the CITY and Caltrans, reflecting the location of the project and the quantity of each item. The estimate will be segregated into two categories: roadway and bridge. Non-participating costs, if any, will also be segregated. Five (5) percent of the total estimate will be added for contingencies, per current Caltrans guidelines, and an additional five (5) percent CITY contingency will also be added to arrive at the cost presented to the CITY.

Task 3.7 - Quality Control

The plans will be reviewed for compatibility between portions of work and design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25.

The Geotechnical Engineer shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations.

CONSULTANT shall perform an independent QC/QA review prior to submittals being transmitted to the CITY.

Task 3.8 - Draft PS&E Submittal

A submittal of Draft PS&E will be made to the CITY. The submittal will include the plans, specifications and estimate. Five sets of 11x 17 plans with a set of special provisions and

the Engineer's Estimate will be submitted to the CITY. CONSULTANT will assist the CITY with preparation of the Caltrans PS&E Certification Form.

Bridge Plans will be submitted in AutoCAD format. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

Deliverables – Task 3.8

- Five sets 90% 11x17 Plans
- Two Hard Copies Cost Estimate
- PS&E in electronic format (Plans in PDF, specs in Word, Estimate in Excel)
- Two Hard Copies Special Provisions
- One set 11x17 Plans for each Utility Company

Task 3.9 - Final Geotechnical Report

Comments on the draft geotechnical report will be addressed in the final geotechnical report, and the report will be submitted along with the sign Log of Test Borings Sheets.

Deliverables – Task 3.9

- Final Geotechnical Report

Task 3.10 - Environmental Commitments Record

Sycamore Environmental will compile and maintain the Environmental Commitments Record for the biological and cultural phases of the Project. The Environmental Commitments Record includes the avoidance, minimization measures, permit conditions, and mitigation requirements. The Environmental Commitments Record will be prepared in Caltrans standard format.

Deliverables – Task 3.10

- Environmental Commitments Record

Task 3.11 - Permit Applications

Sycamore Environmental will prepare applications for a section 404 permit from the U.S. Army Corps of Engineers, a section 401 water quality certification from the Regional Water Quality Control Board (RWQCB), and a 1602 Streambed Alteration Agreement from the California Department of Fish and Game (DFG). For an HBP project with a NEPA CE, we anticipate the project would be authorized under a Nationwide 23 permit. A conceptual mitigation plan and mitigation requirements in the NES and ISMND will support the permit applications. Sycamore Environmental will coordinate as necessary with the agencies to obtain the permits on behalf of the City. The City will provide application fees.

- Prepare application for a Section 404 CWA Nationwide Permit and coordinate with the Corps. Submit one application to County and one to Corps.
- Prepare application for a Section 401 CWA Water Quality Certification and coordinate with the Regional Water Quality Control Board. Submit one application to County and one to RWQCB.

- Prepare application for a 1602 Streambed Alteration Agreement and coordinate with DFG. Submit one application to County and one to DFG.
- Attend field verification with Corps and incorporate Corps comments.
- Submit Final Wetland Delineation to Corps, including verified delineation maps.
- Respond to agency comments as necessary.

Deliverables – Task 3.11

- City review draft permit applications (Two hardcopies, and digital copies)
- Final permit applications (Three hardcopies, and digital copies)

Task 3.12 - Utility Coordination/Design

Final relocation notices (Utility “C” letters) will be prepared by CONSULTANT and sent to the CITY for distribution upon submittal of the Draft PS&E package.

Deliverables – Task 3.12

- Utility “C” Letters

Task 3.13 - Final PS&E:

Upon receipt of comments from the Draft PS&E submittal to the CITY, and other jurisdictional agencies, which will be routed through the CITY, final revisions will be made. CONSULTANT will incorporate appropriate comments in the plans, specifications, and estimate. CONSULTANT will perform an independent QA/QC review of the Final submittal package and incorporate appropriate revisions prior to submittal to the CITY.

A Resident Engineers file will be prepared that includes the Foundation Report, Hydraulics Report, bridge 4-scale drawings, bridge quantity and quantity check calculations, estimate summary forms and designers’ notes to the Resident Engineer.

The submittal will include the following:

Deliverables – Task 3.13

- One set of 24 x 36 Reproducible Mylar Final Design Plans signed by the Registered Engineer responsible for the preparation of the plans
- One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer responsible for the preparation of specifications
- Electronic Microsoft Excel file of Construction Cost Estimate
- AutoCAD Project Plans on CD
- Electronic Microsoft Word file of specifications
- Hard copy of Construction Cost Estimate
- Resident Engineer’s File

RAILROAD AVE./DRY SLOUGH BRIDGE REPLACEMENT

Project Budget Sheet - Pre-Design and Environmental Only

CIP#: 11-02

MTIP # YOL19291

Last Updated: May-12

Original Approval: December-11

Project Owner: Public Works

Project Manager: Alan Mitchell

Project Resource: Consultant

Description:

This project is included in the SACOG MTIP and has been approved for Highway Bridge Program funds. Project will replace structurally deficient 2-lane bridge with a functional, safe 2-lane bridge.

Authority:

General authority to maintain the existing city street infra-structure, and provide safe travel for the community.

Budget:						
Item	%	Amount	Item	%	Amount	
Project Management		\$40,028	Investigations			
Testing and Inspection			Land			
Pre-Design		\$116,573	Construction			
RW Consultant			Other			
CEQA/NEPA		\$68,400	Project Total:		\$225,001	

Financing Schedule:		Project Start:	2011	Project Completion:	2014	
Phases:		Design/NEPA only funded Phases				
Fund Code:	221					
Name:	Federal Aid Pass Through - HBP	Gas Tax	Blank	Blank	Blank	Blank
						FY Totals
FY 11/12:	\$ 26,560	\$ 3,441				\$ 30,001
FY 12/13:	\$ 172,633	\$ 22,367				\$ 195,000
FY 13/14:						
Fund Totals:	\$ 199,193	\$ 25,808	\$ -	\$ -	\$ -	\$ 225,001

Recommended for Submittal

Recommended for Approval

Finance Department Approval

City Manager Approval

Carol Scianna, Public Works (date)

Alan Mitchell
Alan Mitchell, City Engineer (date) 5/7/12

Shelly Gunby, Director of Finance (date)

John Donlevy, City Manager (date)



Est. 1875

**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: City of Winters 2012-2013 and 2013-2014 Budget

RECOMMENDATION:

City Council adopt Resolution 2012-22, A Resolution of the City of Winters Approving and Adopting a Budget of Estimated Expenditures for Fiscal Years 2012-2013 and 2013-2014.

BACKGROUND:

The City of Winters is required to adopt a budget each fiscal year. This budget is the second two year budget, the original two year budget was successful in expanding our financial view point and preparing for ongoing fiscal issues facing the City of Winters. The City Council and staff have held a public workshop to aid in the preparation of the proposed 2 year budget. Staff has implemented the actions as directed by the City Council in an effort to minimize the use of reserves, however, as proposed, the General Fund Budget is balanced by using fund balance available for 2012-2013 of \$142,774 and using \$417,463 of fund balance available for 2013-2014. Once the operations of the new businesses currently being built and put in place have begun, estimates for 2013-2014 will need to be revised and the 2013-2014 budget updated to reflect the actual operations of these businesses.

FISCAL IMPACT:

The budget gives hiring and spending authority to staff for the Fiscal Years 2012-2013 and 2012-2014.

ATTACHMENTS:

Budget Schedules
Resolution 2012-22

**CITY COUNCIL
RESOLUTION 2012-22**

A RESOLUTION OF THE CITY OF WINTERS RESCINDING RESOLUTION APPROVING AND ADOPTING A BUDGET OF ESTIMATED EXPENDITURES FOR FISCAL YEARS 2010-2011 AND 2013-2014.

WHEREAS, every local agency is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, every local governmental agency shall file with the county auditor of the county in which the agency conducts its principal operations, a budget for the fiscal year then in progress; and

WHEREAS, the City of Winters has determined that a 2 year budget is appropriate for the City to prudently plan it's financial future; and

WHEREAS, the City Council and Staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

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

A budget for the Fiscal Year 2012-2013 and 2013-2014, a copy of which is on file in the City Clerk's Office, is hereby adopted for the City of Winters as follows;

Section 1. For the Fiscal Year 2012-2013, General Fund estimated revenues of \$3,599,079, use of available fund balance of \$142,780, for a total source of funds of \$3,741,859 and total appropriations of \$3,741,859.

For the Fiscal Year 2013-2014, General Fund estimated revenues of \$3,591,240, use of available fund balance of \$417,469, for a total source of funds of \$4,008,709 and total appropriations of \$4,008,709.

Section 2. For the Fiscal Year 2012-2013, Special Revenues Funds estimated revenues of \$4,901,257, use of available fund balance of \$-0- for a total source of funds of \$4,901,257 and total appropriations of \$4,869,003.

For the Fiscal Year 2013-2014, Special Revenues Funds estimated revenues of \$2,117,794, use of available fund balance of \$-0- for a total source of funds of \$2,117,794 and total appropriations of \$2,076,727.

Section 3. For Fiscal Year 2012-2013 Capital Revenue Funds estimated revenues of \$804,466, use of available fund balance of \$796,623 for total source of funds of \$1,601,089 and total appropriations of \$1,601,089.

For Fiscal Year 2013-2014 Capital Revenue Funds estimated revenues of \$705,653, use of available fund balance of \$-0- for total source of funds of \$705,653 and total appropriations of \$199,944.

Section 4. For Fiscal Year 2012-2013 Water O & M Fund estimated revenues of \$1,453,008 use of available fund balance of \$-0- for total source of funds of \$1,4,53,008 and total expenses of \$1,271,851.

For Fiscal Year 2013-2014 Water O & M Fund estimate estimated revenues of \$1,480,187, use of available fund balance of \$-0- for total source of funds of \$1,480,187 and total expenses of 1,273,020.

Section 5. For Fiscal Year 2012-2013 Sewer O & M estimated revenues of \$1,671,546 use of available fund balance of \$203,551 for a total source of funds of \$1,875,097 and total expenses of \$1,875,097.

For Fiscal Year 2013-2014 Sewer O & M estimated revenues of \$1,704,912, use of available fund balance of \$-0- for a total source of funds of \$1,704,912 and total expenses of \$1,692,666.

Section 6. For Fiscal Year 2012-2013 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of \$1,706,722 use of available fund balance of \$381,020 for a total source of funds of \$2,087,742 and total expenditures of \$2,087,742.

For Fiscal Year 2013-2014 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of \$1,723,789 use of available fund balance of \$360,894 for a total source of funds of \$2,084,683 and total expenditures of \$2,084,683.

Section 7. For Fiscal Year 2012-2013 Winters Housing Fund estimated revenues of \$-0- use of available fund balance of \$1,149,457 for a total source of funds of \$1,149,457 and total expenditures of \$1,149,457.

For Fiscal Year 2013-2014 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of \$-0- use of available fund balance of \$-0- for a total source of funds of \$-0- and total expenditures of \$-0-.

PASSED AND ADOPTED by the City of Winters this 15th day of May 2012 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk

Governmental Funds
2010-2014 Summary of Estimated Financial Sources and Uses
(For Budgetary Purposes Only)

	General Fund					Special Revenue Funds				
	2010 Actual	2011 Actual	2012 Estimate	2013 Budget	2014 Budget	2010 Actual	2011 Actual	2012 Estimate	2013 Budget	2014 Budget
Financial Sources:										
Property Taxes	\$ 539,322	\$ 637,141	\$ 643,512	\$ 649,948	\$ 658,317	\$ 186,860	\$ 188,446	\$ 195,278	\$ 195,278	\$ 195,278
Property Tax in Lieu of VLF	500,924	449,263	445,184	449,636	454,132					
Property Taxes in Lieu of Sales Tax	51,603	74,074	94,279	117,672	118,849					
Sales and Use Taxes	242,257	295,215	335,538	401,189	439,676	452,035	436,336	406,067	491,725	494,739
Other Taxes	945,310	1,265,424	1,311,624	1,318,717	1,323,231					
Service Charges	160,560	137,908	103,386	97,850	98,100					
Fines and Penalties		53				11,422	11,472	8,000	6,000	6,000
Rents and Concessions	38,875	39,251	38,500	38,500	38,500	24,351	26,947	157,930	26,902	26,727
Interest	4,318	2,970	3,000	3,000	3,000	754,550	672,087	1,012,377	4,089,421	1,303,117
Licenses and Permits	80,441	150,566	78,690	71,450	117,031	93,844	104,290	406,034	91,931	91,933
Grants	2,453	495	1,500	8,000	8,000	1,523,063	1,439,578	2,185,686	4,901,257	2,117,794
Impact Fees										
All other Revenues	17,277	88,376	365,147	313,746	259,033					
Total Estimated Financial Sources	\$ 2,583,340	\$ 3,140,737	\$ 3,420,560	\$ 3,469,707	\$ 3,517,868	\$ 1,523,063	\$ 1,439,578	\$ 2,185,686	\$ 4,901,257	\$ 2,117,794
Expenditures										
General Government	\$ 205,278	\$ 213,161	\$ 239,255	\$ 226,604	\$ 237,826	\$ 150,192	\$ 230,653	\$ 88,963	\$ 170,427	\$ 81,833
Public Safety	1,748,304	1,720,085	1,687,173	2,000,839	2,205,467	24,447				
Fire Protection	410,741	458,828	799,359	771,434	798,902	473	838	5,000	5,000	5,000
Public Works	342,773	224,200	259,459	254,123	277,306	1,448,223	588,125	1,621,954	3,147,158	1,370,678
Streets and Transportation						365,832	28,868	151,880	178,104	100,646
Community Development	417,585	350,481	487,684	327,897	311,982	285,372	245,455	269,144	1,110,416	260,673
Debt Service						386,941	226,787	250,001	257,898	257,898
Parks	218,795	135,314	153,341	160,957	177,219					
Recreation	3,343,476	3,102,069	3,626,270	3,741,654	4,008,703	2,861,479	1,320,726	2,386,942	4,869,003	2,076,727
Total Budget	\$ 3,343,476	\$ 3,102,069	\$ 3,626,270	\$ 3,741,654	\$ 4,008,703	\$ 2,861,479	\$ 1,320,726	\$ 2,386,942	\$ 4,869,003	\$ 2,076,727
General Contingencies and Reserves										
Total Use of Resources	\$ (760,137)	\$ 38,667	\$ (205,709)	\$ (272,146)	\$ (490,835)	\$ (1,138,416)	\$ 118,852	\$ (201,255)	\$ 32,254	\$ 41,067
Net Increase (Decrease) in Fund Balance	2,173,122	1,423,074	1,525,276	1,324,567	1,181,792	2,160,197	1,066,282	1,259,519	1,117,408	1,207,682
Fund Balance July 1	10,089	63,535	5,000	129,372	73,372	169,605	104,358	99,076	90,870	97,560
Adjustments						(125,103)	(29,973)	(39,932)	(32,650)	(32,650)
Transfers In										
Transfers Out										
Fund Balance June 30	\$ 1,423,074	\$ 1,525,276	\$ 1,324,567	\$ 1,181,792	\$ 764,330	\$ 1,066,282	\$ 1,259,519	\$ 1,117,408	\$ 1,207,682	\$ 1,313,660

**City of Winters
2009-2014 Budget Comparison**

	2009 Actual	2010 Actual	2011 Actual	2012 Estimated	2013 Proposed	2013 Change from 2012		2014		2014 Change from 2013	
						In \$	In%	Proposed	In \$	In%	
Financial Sources:											
Property Taxes	\$ 734,193	\$ 539,322	\$ 637,141	\$ 643,512	\$ 649,948	\$ 6,435	1.00%	\$ 658,317	\$ 8,369	1.29%	
Property Tax in Lieu of VLF	526,512	500,924	449,263	445,184	449,636	4,452	1.00%	454,132	4,496	1.00%	
Property Taxes in Lieu of Sale	130,808	51,603	74,074	94,279	117,672	23,393	24.81%	118,849	1,177	1.00%	
Sales and Use Taxes	282,075	242,257	295,215	335,558	401,189	65,650	19.57%	439,676	38,487	9.59%	
Other Taxes	995,374	945,310	1,265,424	1,311,624	1,318,717	7,093	0.54%	1,323,231	4,514	0.34%	
Service Charges	112,964	160,560	137,908	103,386	97,850	(5,536)	-5.35%	98,100	250	0.26%	
Fines and Penalties	1,300	-	53	-	-	-	0.00%	-	-	0.00%	
Rents and Concessions	38,500	38,875	39,251	38,500	38,500	-	0.00%	38,500	-	0.00%	
Interest	46,420	4,318	2,970	3,000	3,000	-	0.00%	3,000	-	0.00%	
Licenses and Permits	139,614	80,441	150,566	78,890	71,450	(7,440)	-9.43%	117,031	45,581	63.79%	
Grants	1,500	2,453	495	1,500	8,000	6,500	433.33%	8,000	-	0.00%	
All other Revenues	21,081	17,277	88,376	365,147	313,746	(51,401)	-14.08%	259,033	(54,713)	-17.44%	
Total Estimated Financial Source	\$ 3,030,341	\$ 2,583,340	\$ 3,140,737	\$ 3,420,560	\$ 3,469,707	\$ 49,147	1.44%	\$ 3,517,868	\$ 48,161	1.39%	

	2009 Actual	2010 Actual	2011 Actual	2012 Estimated	2013 Proposed	2014 Proposed	2014 Proposed	2014 Proposed	2014 Proposed	2014 Proposed	2014 Proposed
Expenditures:											
City Council	\$ 92	\$ 326	\$ 286	\$ 2,673	\$ 2,958	\$ 2,904	\$ 2,904	\$ 2,904	\$ (54)	\$ (54)	-1.84%
City Clerk	5,304	1,166	9,147	9,674	9,433	(241)	11,596	11,596	2,163	22.93%	
City Treasurer	348	348	324	327	338	11	338	338	(0)	-0.01%	
City Attorney	-	-	-	-	-	-	-	-	-	0.00%	
City Manager	29,419	36,109	31,141	34,766	30,294	(4,472)	31,691	31,691	1,397	4.61%	
Housing	-	-	-	63,813	16,905	(46,907)	17,923	17,923	1,018	5.68%	
Administrative Services	155,219	164,560	169,299	189,500	179,815	(9,685)	187,296	187,296	7,481	4.16%	
Finance	2,017	2,769	2,964	2,314	3,766	1,452	4,001	4,001	236	6.26%	
Police	1,662,137	1,748,304	1,720,085	1,687,173	2,000,839	313,666	2,205,467	2,205,467	204,628	10.23%	
Fire	412,658	410,741	458,828	799,359	771,434	(27,925)	798,902	798,902	27,469	3.56%	
Community Development	392,997	293,680	230,015	290,294	152,924	(137,369)	125,298	125,298	(27,627)	-9.36%	
Building Inspection	106,796	123,905	120,466	133,578	158,067	24,490	168,762	168,762	10,694	6.77%	
Public Works	305,026	342,773	224,200	259,459	254,123	(5,336)	277,306	277,306	23,183	9.12%	
General Recreation	133,436	58,423	7,911	9,800	6,500	(3,300)	6,200	6,200	(300)	-2.30%	
Swimming	77,567	74,670	51,743	58,859	80,081	21,222	80,076	80,076	(4)	-0.01%	
Community Center	76,913	85,702	75,660	84,683	74,377	(10,306)	90,943	90,943	16,566	22.27%	
Total Budgeted Expenditures	\$ 3,359,928	\$ 3,343,476	\$ 3,102,089	\$ 3,626,270	\$ 3,741,854	\$ 115,584	\$ 4,008,703	\$ 4,008,703	\$ 266,850	7.13%	

Net Increase/(Decrease) in Fund Ba	\$ (329,587)	\$ (760,137)	\$ 38,667	\$ (205,709)	\$ (272,146)	\$ (490,835)
Fund Balance July 1	\$ 2,436,599	\$ 2,173,122	\$ 1,423,074	\$ 1,525,277	\$ 1,324,568	\$ 1,181,793
Transfers	\$ 171,944	\$ 10,089	\$ 63,535	\$ 5,000	\$ 129,372	\$ 73,372
Adjustments	(105,833)	-	-	-	-	-
Fund Balance June 30	\$ 2,173,122	\$ 1,423,074	\$ 1,525,277	\$ 1,324,568	\$ 1,181,793	\$ 764,330

City of Winters

Fund Balance and ability to meet Reserve Policy Requirements

Estimated General Fund fund Balance 6/30/12	\$	1,324,568
Cash Reserve \$3,626,270 X 50%		1,870,927
Fund balance used to fund 2011-12		<u>142,774</u>
Un-appropriated, unreserved Fund Balance	\$	<u>(689,134)</u>
Required Emergency Reserve (Per Policy)		
\$1,324,562 x 25% of Fund Balance		<u>331,142</u>
Fund Balance Available	\$	(689,134)
Unappropriated Unreserved Fund Balance	\$	-
Required Unappropriated Unreserved Fund Balance		<u>331,142</u>
Unappropriated Unreserved Fund Balance below Policy	\$	<u>(1,020,276)</u>

City of Winters

Fund Balance and ability to meet Reserve Policy Requirements

Estimated General Fund fund Balance 6/30/13	\$ 1,181,793
Cash Reserve \$4,031,530 X 50%	2,004,352
Fund balance used to fund 2012-13	<u>417,463</u>
Un-appropriated, unreserved Fund Balance	<u><u>\$(1,240,021)</u></u>
Required Emergency Reserve (Per Policy)	
\$1,159,126 x 25% of Fund Balance	<u>295,448</u>
Fund Balance Available	\$(1,240,021)
Unappropriated Unreserved Fund Balance	\$ -
Required Unappropriated Unreserved Fund Balance	<u>295,448</u>
Unappropriated Unreserved Fund Balance below Policy	<u><u>\$(1,535,469)</u></u>

City of Winters
Estimated Fund Balances for Special Revenue Funds

Fund	Estimated Fund Balance 7/1/2012	Budgeted Revenues 2012/2013	Budgeted Expenditures 2012/2013	Budgeted Transfers 2012/2013	Estimated Fund Balance 6/30/2013	Budgeted Revenues 2013/2014	Budgeted Expenditures 2013/2014	Budgeted Transfers 2013/2014	Estimated Fund Balance 6/30/2014
104 Fireworks	\$ 7,445	\$ 14,000	14,000		7,445	\$ 14,000	14,000		7,445
201 Fire Protection Grant	1,049	-	500		549	-	456		93
211 City Wide Assessment	(1,837)	195,278	252,096	56,818	(1,837)	195,278	258,986	63,708	(1,837)
208 First Time Homebuyer in Lieu	83,836	-			83,836	-			83,836
212 Flood Assessment District	4,217	28			4,245	28			4,273
221 Gas Tax Fund	206,062	190,338	152,243		244,157	190,338	248,419		186,076
231 State COPS 1913	(71,243)	100,000	73,657		(44,900)	100,000	77,333		(22,233)
248 Tower Grant	(781)				(781)				(781)
249 Homeland Grant	(6,500)				(6,500)				(6,500)
251 Traffic Safety Fund	227,306	6,800	92,270		141,836	6,800	-		148,636
252 Asset Forfeiture	14,219	52	4,500		9,771	52	4,500		5,323
254 Vehicle Theft Deterrent	48,635	185			48,820	185			49,005
262 Street Grants	-	183,256	183,256		-	876,447	876,447		-
268 STIP	(24,364)				(24,364)				(24,364)
269 Putah Creek Car Bridge	-	1,372,950	1,372,950		-				-
276 North Bank Improvements	(80,523)	1,301,354	1,102,599		118,233				118,233
277 First 5	(1,222)				(1,222)				(1,222)
278 Prop 84 Park Grant	(8,558)	865,191	856,633						
287 After School Donation	3,367		1,687		1,680		1,687		(7)
291 Recycling Grant	21,300	5,100	5,000		21,400	5,100	5,000		21,500
294 Transportation/Bus Service	(139,077)	301,911	336,110		(173,276)	304,925	245,812		(114,163)
299 After School Program	100,993	141,670	143,824		99,039	141,670	143,624		97,085
305 Grant Ave Sidewalk	(22,586)	20,000	77,414		(80,000)	80,000			
313 STBG 96-1043 Grant	(29,070)	7,522		(7,522)	(29,070)	7,522		(7,522)	(29,070)
321 EDBG 99-688 Grant	-	19,580		(19,580)	-	19,580		(19,580)	-
322 EDBG 99-405 Grant	-	5,548		(5,548)	-	5,548		(5,548)	-
351 Housing Rehab RLF	450,811				450,811				450,811
352 First Time Homebuyer RLF	54,943				54,943				54,943
355 Small Business RLF	57,684	261		33,852	91,797	262		33,852	125,911
356 Home Fund RLF	74,797	282			75,079	282			75,361
372 Sustainable Communities Gran	-	100,000	100,000		-	100,000	100,000		-
821 Winters Library	54,106	250	25,000		29,356	75	25,000		4,431
831 Winters Swim Team	90,619	62,300	67,714		85,205	62,300	67,714		79,792
833 Festival DeLa Comunidad	721	6,401	7,000		122	6,402	7,000		(476)
846 Quilt Festival	1,059	1,000	750		1,309	1,000	750		1,559
Totals	\$ 1,117,408	\$ 4,901,257	\$ 4,869,003	\$ 58,021	\$ 1,207,683	\$ 2,117,794	\$ 2,076,727	\$ 64,910	\$ 1,313,660

City of Winters
Estimated Fund Balances for Capital Funds

Fund	Estimated	Budgeted	Budgeted	Budgeted	Estimated	Budgeted	Budgeted	Budgeted	Estimated
	Fund Balance 7/1/2012	Revenues 2012-2013	Expenditures 2012-2013	Transfers 2012-2013	Fund Balance 6/30/2013	Revenues 2013-2014	Expenditures 2013-2014	Transfers 2013-2014	Fund Balance 6/30/2014
411 Street Impact Fee	\$ 698,502	\$ 154,389	\$ 434,116		\$ 418,775	\$ 179,586	\$ -		\$ 598,361
412 Storm Impact Fee	192,285	99,104	-		291,389	4,766	-		296,155
413 Parks Impact Fee	13,267	1,918	626,960		(611,775)	1,918	-		(609,857)
414 Police Impact Fee	340,037	28,491	54,000		314,528	33,819	-		348,346
415 Fire Impact Fee	282,701	57,062	-		339,763	67,388	-		407,150
416 General Facility Impact Fee	339,590	102,381	-		441,971	118,301	-		560,272
417 Water Impact Fee	714,872	58,740	200,000		573,612	35,266	96,772		512,107
418 Sewer Impact Fee	17,376	109,790	200,000		(72,834)	64,695	93,672		(101,811)
419 Flood Fees	172,800				172,800				172,800
421 General Fund Capital	549,951	2,085	-		552,036	2,085	-		554,121
422 Landfill Capital	203,036	820	9,500		194,356	820	9,500		185,676
424 Park Capital	6,704	29	-		6,733	29	-		6,761
427 Capital Equipment Replacement	533,736	151,874	74,013		611,597	151,874	-		763,470
429 Service Reserve Fund	509,518	2,163	-	(34,187)	477,494	2,163	-	(34,187)	445,470
481 General Plan Capital	211,759	-	-	34,780	246,539	-	-	41,600	288,139
482 Flood Control Capital	(123,708)	5			(123,703)	5			(123,698)
492 RAJA Storm Drain	28,847	246	-		29,093	246	-		29,340
494 Capital Asset Recovery Fund	53,620	590	2,500		51,710	1,090	-		52,799
495 Monitoring Fee	-	34,780	-	-	34,780	41,600	-	-	76,380
496 Non Flood Storm Drain Capital	232	-			232	3			235
615 2007 Water Revenue Bonds	285,227				285,227				285,227
626 2007 Sewer Revenue Bonds	(19,661)				(19,661)				(19,661)
Totals	\$ 5,010,691	\$ 804,466	\$ 1,601,089	\$ 593	\$ 4,214,661	\$ 705,653	\$ 199,944	\$ 7,413	\$ 4,727,782

**Enterprise Funds
2010-2014 Summary of Estimated Revenues, Expenses
and Changes in Retained Earnings
(For Budgetary Purposes Only)**

	2010 Actual	2011 Actual	2012 Estimate	Water Fund	
				2013 Budget	2014 Budget
Operating Revenues					
Charges for Services	\$ 997,262	\$ 1,042,596	\$ 1,026,048	\$ 1,358,930	\$ 1,386,109
Other Revenues	34,114	156,472	115,590	94,078	94,078
Total Operating Revenues	\$ 1,031,377	\$ 1,199,068	\$ 1,141,639	\$ 1,453,008	\$ 1,480,187
Operating Expenses					
Allocated Cost	\$ 346,161	\$ 391,242	\$ 435,888	\$ 516,616	\$ 548,231
Salaries and Benefits	139,901	223,924	265,813	228,435	237,668
Contractual Services	1,568	2,625	1,000	2,000	2,000
Professional Services	11,671	63,348	14,800	26,700	26,700
Supplies and Material	14,180	27,627	31,403	41,700	31,600
Equipment Leases	-	-	-	-	-
Utilities	106,937	91,074	92,812	100,000	100,000
Insurance	-	-	-	-	-
Other Operating Expenses	80,791	1,683,024	292,660	320,720	326,821
Depreciation	51,047	67,732	-	-	-
Capital Projects	-	2,259	-	-	35,680
Total Operating Expenses	\$ 752,255	\$ 2,552,856	\$ 1,134,375	\$ 1,271,851	\$ 1,273,020
Operating Income (Loss)	\$ 279,122	\$ (1,353,788)	\$ 7,263	\$ 181,157	\$ 207,167
Non-Operating Revenues(Expenses)					
Income(Loss) before Operating Transfers	\$ 279,122	\$ (1,353,788)	\$ 7,263	\$ 181,157	\$ 207,167
Operating Transfers In	2,355,983	-	17,671	18,169	18,169
Operating Transfers Out	-	-	-	-	-
Net Income(Loss)	\$ 2,635,104	\$ (1,353,788)	\$ 24,935	\$ 199,327	\$ 225,336
Retained Earnings July 1	1,805,186	4,440,290	\$ 3,086,502	\$ 3,111,437	\$ 3,310,763
Adjustments					
Retained Earnings June 30	\$ 4,440,290	\$ 3,086,502	\$ 3,111,437	\$ 3,310,763	\$ 3,536,100

	Total Enterprise Funds				
	2010	2011	2012	2013	2014
	Actual	Actual	Estimate	Budget	Budget
\$	2,205,509	\$ 2,373,053	\$ 2,619,843	\$ 3,027,241	\$ 3,087,786
	40,571	157,529	118,825	97,313	97,313
\$	<u>2,246,080</u>	<u>\$ 2,530,582</u>	<u>\$ 2,738,668</u>	<u>\$ 3,124,554</u>	<u>\$ 3,185,099</u>
\$	609,325	\$ 674,902	\$ 833,587	\$ 952,218	\$ 1,001,389
	139,901	288,175	317,083	289,501	301,983
	326,755	331,116	336,255	342,000	342,000
	35,713	79,924	49,300	66,783	66,781
	16,858	37,072	42,403	62,700	52,600
	-	-	-	-	-
	205,936	285,270	304,687	311,875	311,875
	-	-	-	-	-
	136,403	1,883,159	735,177	710,332	709,681
	115,215	150,337	82,605	82,605	82,605
	-	2,259	43,000	328,934	96,772
\$	<u>1,586,107</u>	<u>\$ 3,732,215</u>	<u>\$ 2,744,096</u>	<u>\$ 3,146,948</u>	<u>\$ 2,965,686</u>
\$	659,974	\$(1,201,632)	\$ (5,428)	\$ (22,393)	\$ 219,413
\$	659,974	\$(1,201,632)	\$ (5,428)	\$ (22,393)	\$ 219,413
	3,765,835	-	25,588	26,086	26,086
\$	<u>4,425,809</u>	<u>\$(1,201,632)</u>	<u>\$ 20,160</u>	<u>\$ 3,693</u>	<u>\$ 245,499</u>
	4,506,468	8,953,508	7,751,876	7,772,036	7,775,729
\$	<u>8,953,508</u>	<u>\$ 7,751,876</u>	<u>\$ 7,772,036</u>	<u>\$ 7,775,729</u>	<u>\$ 8,021,228</u>

	Sewer Fund			
	2010	2011	2012	2013
	Actual	Actual	Estimate	Budget
\$	1,208,246	\$ 1,330,457	\$ 1,593,795	\$ 1,668,311
	6,457	1,058	3,235	3,235
\$	<u>1,214,703</u>	<u>\$ 1,331,515</u>	<u>\$ 1,597,030</u>	<u>\$ 1,671,546</u>
\$	263,165	\$ 283,660	\$ 397,699	\$ 435,601
	-	64,251	51,271	61,066
	325,188	328,491	335,255	340,000
	24,042	16,576	34,500	40,083
	2,678	9,445	11,000	21,000
	-	-	-	-
	98,999	194,196	211,875	211,875
	-	-	-	-
	55,612	200,135	442,516	389,613
	64,167	82,605	82,605	82,605
	-	-	43,000	293,254
\$	<u>833,852</u>	<u>\$ 1,179,359</u>	<u>\$ 1,609,721</u>	<u>\$ 1,875,097</u>
\$	380,852	\$ 152,156	\$ (12,691)	\$ (203,551)
\$	380,852	\$ 152,156	\$ (12,691)	\$ (203,551)
	1,409,853	-	7,917	7,917
\$	<u>1,790,705</u>	<u>\$ 152,156</u>	<u>\$ (4,774)</u>	<u>\$ (195,634)</u>
	2,722,514	4,513,218	4,665,374	4,660,600
\$	<u>4,513,218</u>	<u>\$ 4,665,374</u>	<u>\$ 4,660,600</u>	<u>\$ 4,464,966</u>

City of Winters Water Enterprise Fund

	2010 Actual	2011 Actual	2012 Estimate	2013 Budget	Change from Prior Year		2014 Budget	Change from Prior Year	
					In \$	In %		In \$	In %
Operating Revenues									
Charges for Services	\$ 997,262	\$ 1,042,596	\$ 1,026,048	\$ 1,358,930	\$ 332,882	32%	\$ 1,386,109	\$ 27,179	2%
Other Revenues	34,114	156,472	115,590	94,078	(21,512)	-19%	94,078	-	0%
Total Operating Revenues	\$ 1,031,377	\$ 1,199,068	\$ 1,141,639	\$ 1,453,008	\$ 311,370	27%	\$ 1,480,187	\$ 27,179	2%
Operating Expenses									
Allocated Cost	\$ 346,161	\$ 391,242	\$ 435,888	\$ 516,616	\$ 80,728	19%	\$ 548,231	\$ 31,615	6%
Salaries and Benefits	139,901	223,924	265,813	228,435	(37,377)	-14%	237,668	9,233	4%
Contractual Services	1,568	2,625	1,000	2,000	1,000		2,000	-	0%
Professional Services	11,671	63,348	14,800	26,700	11,900	80%	26,700	-	0%
Supplies and Material	14,180	27,627	31,403	41,700	10,297	33%	31,600	(10,100)	-24%
Utilities	106,937	91,074	92,812	100,000	7,188	8%	100,000	-	
Other Operating Expenses	80,791	1,683,024	292,660	320,720	28,059	10%	326,821	6,102	2%
Depreciation	51,047	67,732	-	-	-		-	-	
Capital Projects	-	2,259	-	35,680	35,680		-	(35,680)	-100%
Total Operating Expenses	\$ 752,255	\$ 2,552,856	\$ 1,134,375	\$ 1,271,851	\$ 137,476	12%	\$ 1,273,020	\$ 1,169	0%
Operating Income (Loss)	\$ 279,122	\$ (1,353,788)	\$ 7,263	\$ 181,157	\$ 173,894	2394%	\$ 207,167	\$ 26,010	14%
Non Operating Revenues(Expenses)									
Income(Loss) before Operating	279,122	(1,353,788)	7,263	181,157	173,894	2394%	207,167	26,010	14%
Operating Transfers In	2,355,983	-	17,671	18,169	498	3%	18,169	-	0%
Operating Transfers Out	-	-	-	-	-	0%	-	-	0%
Net Income(Loss)	\$ 2,635,104	\$ (1,353,788)	\$ 24,935	\$ 199,327	\$ 174,392	0%	\$ 225,336	26,010	13%
Retained Earnings July 1 Adjustments	1,805,186	4,440,290	3,086,502	\$ 3,111,437	\$ 24,935	1%	\$ 3,310,763	\$ 199,327	6%
Retained Earnings June 30	\$ 4,440,290	\$ 3,086,502	\$ 3,111,437	\$ 3,310,763	\$ 199,327	6%	\$ 3,536,100	\$ 225,336	7%

City of Winters Water Enterprise Fund alance and ability to Meet Reserve Requirements

Estimated Water fund Balance 6/30/12	\$	3,111,437
Cash Reserve \$1,271,851 X 50%		635,926
Un-appropriated, unreserved Fund Balance 6/30/13	\$	<u>2,475,512</u>
Estimated Water fund Balance 6/30/13		3,310,763
Cash Reserve \$1,273,020 X 50%		636,510
Un-appropriated, unreserved Fund Balance 6/30/11	\$	<u>2,674,253</u>

City of Winters Sewer Enterprise Fund

	2010 Actual	2011 Actual	2012 Estimate	2013 Budget	Change from Prior Year		2014 Budget	Change from Prior Year	
					In \$	In %		In \$	In %
Operating Revenues									
Charges for Services	\$ 1,208,246	\$ 1,330,457	\$ 1,593,795	\$ 1,668,311	\$ -	5%	\$ 1,701,677	\$ 33,366	2%
Other Revenues	6,457	\$ 1,058	\$ 3,235	3,235	74,516	0%	3,235	-	0%
Total Operating Revenues	\$ 1,214,703	\$ 1,331,515	\$ 1,597,030	\$ 1,671,546	\$ 74,516	5%	\$ 1,704,912	\$ 33,366	2%
Operating Expenses									
Allocated Cost	\$ 263,165	\$ 283,660	\$ 397,699	\$ 435,601	\$ 37,902	10%	\$ 453,158	\$ 17,557	4%
Salaries and Benefits		\$ 64,251	\$ 51,271	\$ 61,066	\$ 9,795		\$ 64,315	\$ 3,249	
Contractual Services	325,188	328,491	335,255	340,000	4,745	1%	340,000	-	0%
Professional Services	24,042	16,576	34,500	40,083	5,583	16%	40,081	(2)	0%
Supplies and Material	2,678	9,445	11,000	21,000	10,000	91%	21,000	-	0%
Utilities	98,999	194,196	211,875	211,875	-	0%	211,875	-	0%
Other Operating Expenses	55,612	200,135	442,516	389,613	(52,904)	-12%	382,860	(6,753)	-2%
Depreciation	64,167	82,605	82,605	82,605	-		82,605	-	
Capital Projects	-	-	43,000	293,254	250,254		96,772	(196,482)	-67%
Total Operating Expenses	\$ 833,852	\$ 1,179,359	\$ 1,609,721	\$ 1,875,097	265,375	16%	\$ 1,692,666	(182,430)	-10%
Operating Income (Loss)	\$ 380,852	\$ 152,156	\$ (12,691)	\$ (203,551)	\$ 74,516	1504%	\$ 12,246	\$ 215,797	-106%
Non Operating Revenues(Expenses)									
Income(Loss) before Operating	\$ 380,852	\$ 152,156	\$ (12,691)	(203,551)	74,516	1504%	12,246	215,797	-106%
Operating Transfers In	1,409,853	-	7,917	7,917	-	0%	7,917	7,917	
Operating Transfers Out	-	-	-	-	-	0%	-	-	
Net Income(Loss)	\$ 1,790,705	\$ 152,156	\$ (4,774)	\$ (195,634)	\$ 74,516	0%	\$ 20,163	20,163	-110%
Retained Earnings July 1 Adjustments	2,722,513	4,513,217	4,665,373	\$ 4,660,599	\$ -	0%	\$ 4,464,965	\$ 4,464,965	-4%
Retained Earnings June 30	\$ 4,513,217	\$ 4,665,373	\$ 4,660,599	\$ 4,464,965	\$ 74,516	-4%	\$ 4,485,128	\$ 4,485,128	0%

City of Winters Sewer Enterprise Fund Balance and ability to meet Reserve Policy

Estimated Sewer fund Balance 6/30/12	\$	4,660,599
Cash Reserve \$1,609,721 X 50%		804,861
Un-appropriated, unreserved Fund Balance 6/30/11	\$	<u>3,855,739</u>

Estimated Sewer fund Balance 6/30/11	\$	4,464,965
Cash Reserve \$1,692,666 X 50%		846,333
Un-appropriated, unreserved Fund Balance 6/30/12	\$	<u>3,618,632</u>

City of Winters as Successor Agency to the Dissolved
Winters Community Development Agency

	2011-2012 Estimate	2012-2013 Budget	2013-2014 Budget
Debt Service	\$ 1,342,075	\$ 1,218,039	\$ 1,214,980
Enforceable Obligations	297,703	470,016	470,016
Pass through	149,687	149,687	149,687
Allocated Costs	119,200	250,000	250,000
Total Expenditures	1,908,665	2,087,742	2,084,683

City of Winters Housing Fund Bond Project Fund

	2011-2012 Estimate	2012-2013 Budget	2013-2014 Budget
Housing Programs	\$ -	\$ 1,149,457	\$ -
Total Expenditures	\$ -	\$ 1,149,457	\$ -



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Authorize Issuance of Professional Services Request for Proposals ("RFP") for Design and Engineering Services to be Used as a Basis for Construction Drawings/Documents for the Orchard Village Park Construction Project (APN # 003 360 025)

RECOMMENDATIONS:

1) Receive the report from staff updating City Council on the City's RFP for Professional Services for Design and Engineering Services to be Used as a Basis for Construction Drawings/Documents for the Orchard Village Park Construction Project, and 2) Authorize the City Manager to issue the RFP for the Consultant Services.

BACKGROUND:

The City is under contract to receive Prop 84 grant funds from the California State Parks and Recreation Department, and will also receive CDBG grant funds from the State's CDBG General Allocation Program. Funding from both sources will be utilized for the development of a new city park to be located on the 5 acre parcel (APN # 003 360 025) between Dutton Street and Walnut Lane due east of the new Orchard Village Apartments. The developer of the Orchard Village Apartments (Pacific West Companies) secured the services of the Municipal Resource Group ("MRG") to work with staff to prepare and submit the Statewide Park Program Grant application ("Prop 84") for the development of the 3.4 acre portion of the 5 acre park. MRG did substantial community outreach to assist in the preparation of the successful grant application, with the attached Landscape Master Plan being one of the resulting work products. This conceptual plan, along with the CDBG and Prop 84 grant contracts define the project deliverables.

FISCAL IMPACTS:

Total contract cost is to-be-determined. The issuance of the Professional Services Contract will have no impact on City's General Fund or other City funds as expenses incurred in providing Design and Engineering Services are eligible for reimbursement under the terms of the Grants. Design and Engineering services are an eligible construction cost under the terms of the Prop 84 Grant, and Wage Monitoring expenses are eligible for reimbursement as an Activity Delivery Cost under the CDBG General Allocation Grant.

ATTACHMENTS:

Request for Proposal
Conceptual Site Plan

Project Location

The Orchard Village Park Project is located between Walnut Lane and Dutton Street in Winters, California. The Project is for a five (5) acre neighborhood park.

PROJECT BACKGROUND AND OVERVIEW

The project is being funded by both Community Development Block Grant (CDBG) and Proposition 84 Funding. The project is the park component for a 72 unit apartment project which was constructed and occupied in 2011.

Public workshops and initial concept designs were prepared as part of the grant application process. A copy of the concept design is included with this RFP. A completed copy of the grant proposal is available upon request.

SCOPE OF SERVICES

Design Phase to Adoption

1. Kick off meeting with City staff to review design components
2. Provide recommendations related to proposed specifications for approval.
3. Conduct site reconnaissance and research existing conditions as needed including, but not limited to reviewing historical information and as built plans provided by City.
4. Prepare plans and specifications for the construction of the proposed park.
5. Preliminary design specifications, cost, and time of construction estimates.
6. Meet with the Planning Commission and City Council to present for approval design plans prior to preparation of final working documents.
7. Final working-documents, including itemized cost estimate for construction.

Deliverables

1. Provide three complete sets of ready-to-bid construction drawings, details, specification and cost estimates along with one complete set in PDF format and submit for city review and comment at 30%, 60%, 90% and 100% completion.
2. On final acceptance of designs provide twenty-five (25) bid sets of documents to the City along with one set of electronic files and one set of mylars for signature and city archival use.
3. Upon completion of the project, with assistance of contractor, provide “as built” plans to the City utilizing the existing mylars.

Construction Phase

1. Attend pre-bid and pre-construction meetings; respond to Requests for Information (RFI). Issue Architect Supplemental Instructions (ASI) as required.
2. Review all contractor submittals.

3. Attend construction progress meetings (maximum of 10), and attend final inspection meeting prior to acceptance of the park by the City.
4. Develop punch list prior to final acceptance.

Additional Work

- Additional administrative services may be requested during the design process or after the project designs are complete. All additional services not included or required to complete the original scope will be paid on a time and materials basis, using the cost per hour wage sheet included with the bid.

SPECIFICATIONS FOR PROPOSAL

Response to Proposal

In order to be considered as a qualifying proposal, the following information is required:

- Describe in detail your firm's experience and work history in designing public park projects.
- Identify the team leader who will provide lead management of the project, as well as, team members and other firms or consultants that you will be retaining along with their qualifications. The City reserves the right to cancel or modify the contract if the consultant or team leader becomes unavailable to complete the contract work. City reserves the right of refusal for changes in project staff.
- Prepare a general work plan and schedule depicting time/hours to be expended, staff and tasks in order to demonstrate ability to complete the scope of work in a realistic time frame.
- Provide at least three (3) references from other organizations with at least two from public agencies, for which you have performed work relevant to this RFP, in the last five (5) years. Include contact name, phone number and brief description of work performed.
- Provide a detailed statement explaining any additional information, resource or work element, not listed in this Request, which, in the consultant's opinion, would provide a better final product.

Proposal Format

- One (1) electronic copy in PDF format and three (3) paper copies of the proposal shall be submitted with all associated attachments on or before 5:00pm on the due date.
 - Proposals may only be received by the City Clerk's Office at 318 First Street, Winters, California 95694.
- One (1) original of a separate sealed cost proposal in an envelope identifying consultant's name and clearly labeled "Orchard Park Design Proposal 2012" on the front. Fee Proposal shall be submitted in a sealed envelope and shall be submitted with the proposal. Provide cost breakdowns per task consistent with the proposed work plan and a summary of consultant fees. Total fee shall be given as a not-to-exceed amount and all fees shall have a 90 day price

guarantee. Enclose an hourly rate sheet for staff anticipated to work on the project and include anticipated reimbursable/expenses charges.

- Total price will not be the sole or primary determining factor in award of this contract. City reserves the right to negotiate costs and alter scope of work to meet City needs in creation of an agreement with the selected consultant.
- All proposals and copies shall be 8 ½” by 11” and appropriately bound. A compact disc containing an electronic copy is also required.
- An officer who is authorized to execute legal documents on behalf of the consultant shall sign the proposal.

Questions concerning Proposal Requirements

All questions regarding this RFP should be addressed to:

Dan Maguire, Housing and Economic Development Program Manager

Phone: (530) 795-4910 *118

Fax: (530) 795-4935

E-mail: dan.maguire@cityofwinters.org

ADDITIONAL SERVICES THAT MAY BE REQUIRED

The selected consultant may be required to provide additional services at the discretion of the City. A contract amendment may be executed if it is determined by the City that any additional services are required. This notification is made to inform consultants of this option of the City.

EVALUATION AND SELECTION PROCESS

All applicants will be evaluated and rated based on the following criteria:

- Applicant’s demonstrated capability and experience in designing projects as outlined in the scope of work.
- Quality of the proposed service and most desirable schedule for completing the design work.
- Past record of performance as determined from all available information, including direct communication by the City with consultant’s former clients. Factors to be considered include, but may not be limited to: experience and familiarity with similar types of projects, cost control, work quality and completion of work on schedule.
- Consultant’s demonstrated capability under current workload to perform the work within the project schedule and subsequent revision. Factors to be considered include, but may not be limited to: work methodology, management methodology, activity coordination methodology and consideration of areas not addressed, but deemed essential to the effective conduct of the project.
- Successful negotiation of terms and cost that is within the City’s allocated budget for these services.

The selection of an application for the project will be as follows:

- Consultant proposals will be evaluated by a selection committee consisting of two or more City staff including but not limited to City Manager, Housing and Economic Development Manager, and Public Works Manager's.
- The top ranked consultants will be invited to participate in a finalist oral interview by the selection Committee to clarify their proposals and answer additional questions. City reserves the right to waive the interview phase and begin fee negotiation with the highest ranked Consultant at the sole discretion of the selection committee.
- The top ranked Consultant will be recommended to City Council for contract award upon successful completion of fee negotiation. Should negotiations fail City will begin fee negotiation with the next highest consultant and make recommendation to City Council for contract award upon reaching fee agreements. This process will continue as necessary until a successful Consultant is retained.
- The selected consultant will be recommended to the City Council for approval and award of professional services contract.

ANTICIPATED SELECTION SCHEDULE

The following timetable is anticipated:

May 16, 2012 Request for Proposal is released
 June 18, 2012 Proposals due by 5:00 p.m.
 June 26, 2012 Interviews (by invitation)
 July 3, 2012 City Council awards Professional Service Contract

NOTICE TO CANDIDATES

This Request for Proposals does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the sole obligation of the consultant. All proposals, whether accepted or rejected, shall become the property of the City.

The City reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation.

All completed work including surveys, workshop documents, ancillary reports and the final report, whether in written, video or electronic formats, becomes the property of the City at the end of the project and will be turned over to the City.

The consultant shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Proposal. Full instructions will be given if such errors/omissions are discovered and consultant agrees to abide by said instructions.

Questions and requests for clarifications should be submitted in by email to dan.maguire@cityofwinters.org to all inquiries will be distributed to all interested parties who

have; attended the pre-proposal conference or, as requested by submittal of an email stating such to the email address above.

The consultant shall certify that no official or employee of the City or any business entity, in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the Design Services. No such person shall be employed in the performance of the Agreement.

The consultant selected will be required to sign a professional services agreement and abide by all terms stated in the agreement including providing certificates of insurance as specified in the agreement. A copy of the City's standard professional services agreement has been included with this RFP.

The City assumes no responsibility for "late proposals" and it is the sole responsibility of the consultant to ensure that the proposal is received at the City office prior to due date. No faxes or emails will be accepted. Late responses, including responses postmarked after proposal due date, will not be accepted and will be returned unopened to the applicant. Proposal must have at least a 90-day price guarantee period.

City Staff Involvement

City Staff will provide consistent and thorough involvement in monitoring and coordinating the project, as well as in reviewing and evaluating submittals, etc. The City Council, who are committed to completing this project within the given time frame and the budget parameters, approves all final decisions regarding award of contract, policy decisions and adoption of final documents.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Approve purchase to install new VFD for Well 6 in the amount not to exceed \$16,275, from ZSI, Inc

RECOMMENDATION: Approve purchase to install new VFD for Well 6 in the amount not to exceed \$16,275, from ZSI, Inc.

BACKGROUND: Recently staff has had problems at Well 6. Initially it was determined that the fan needed to be replaced. Upon completion of that task, it was discovered that the driver board was also defective. Given that the VFD unit is the original unit in the well it has been recommended that we change out the entire VFD/Driver Board, rather than change out equipment in a piecemeal approach. Staff has received three quotes and found the quote from ZSI to most complete and economical.

Staff has added funds to the quote to cover sales tax, freight and 10% contingency. Fund for this equipment will be provided from the Water O & M department

FISCAL IMPACT: Estimate is \$16,725,

ZSI Quote

Carol Scianna

From: Greg Steiger [gsteiger@zsii.com]
Sent: Tuesday, May 08, 2012 2:58 PM
To: Carol Scianna
Subject: Well #6 VFD Replacement Quote

Hi Carol.

Here's ZSI's quote for furnishing and installing a new Allen Bradley Power Flex, 150HP Variable Torque (suitable for well pumps), 3-phase, 480VAC service, 120VAC and 4-20mA input / output interface compatible with Well #6 controls and wiring. This quote also includes updating the existing VFD/MCC and SCADA As-built drawings to reflect the actual terminations and installation of the new VFD, configuration of the VFD for the well application, and tuning of the PLC PID loop control for pressure stability. The quote amount is \$13,796.30.

I understand time is of the essence, so I hope you don't mind receiving this quote in an email. If you need to have ZSI's quote on its letterhead, please let me know.

Greg Steiger

ZSI, Inc.
707.292.5657, cell
707.996.5432, x15

Confidentiality Notice: This message contains information that may be confidential and/or privileged. If you are not the intended recipient, you should not use, copy, disclose, distribute, or take any action based on this message. Please advise the sender if you received this message in error.

Carol Scianna

Telstar Quote

From: June Johnsen [jjohnsen@telstarinc.com]
Sent: Monday, May 07, 2012 10:01 AM
To: June Johnsen; Carol.scianna@cityofwinters.org.
Subject: RE: Quotation

Hi Carol

Tony asked that we also price the Powerflex 700 – Factory Stock – Price is \$16,750. Again, does not include tax, freight or installation

The installation price is \$4,500 for either drive.

June

From: June Johnsen
Sent: Monday, May 07, 2012 8:49 AM
To: 'Carol.scianna@cityofwinters.org.'
Subject: Quotation
Importance: High

Hi Carol,

Here are the prices for the board and a new drive:

1336-BDB-SP37D Driver board

AB Exchange Program, Available to ship today if order is placed on time. – you will exchange your defective one and the price is \$1,885, plus tax, shipping and handling. This does not include installation. Tyrone is available on Wed only of this week to install it. So if you want it done, we need to order the board right away.

The price for a new drive – Powerflex 400 – which will fit in your existing cabinet. The price for this is \$11,840. Does not include tax, shipping and handling. This does not include installation.

Please let me know how you'd like to proceed.

Thanks,

◆◆◆ Engineering • Manufacturing • Systems Design • Systems Integration • Service & Support ◆◆◆

DATE: 5/4/2012

TO: **City of Winters**
 ATTN: **Tony Luna**

JOB NAME: VFD Replacement – City of Winters
 TESCO QUOTE NO.: **12E044Q01**

Dear Sir,

Thank you for your interest in Tesco Controls.

We are pleased to quote the following "Scope-of-Work" pertaining to the above-mentioned project.

Item	Qty	Description
1	1	Variable Frequency Drive to include: <ul style="list-style-type: none"> • Powerflex 753 AC Drive • Embedded I/O • Air Cooled • AC Input with Precharge • No DC Terminals • Open Type • 186 AMPS • 150 HP ND • 125 HP HD • 480 Volt – 3 Phase • 115 Volt Power Module • Enhanced HIM, NEMA 1
2	Lot	TESCO Professional Services to include: <ul style="list-style-type: none"> • Submittals • O&M Manuals • Guarantee • Startup, Calibration & Test of TESCO Supplied Equipment

TOTAL FOR ITEMS # 1 thru # 2

\$ 13,540.00

ALL APPLICABLE TAXES INCLUDED

FREIGHT ALLOWED

*Labor to install
 Not included*

JOB NAME: VFD Replacement – City of Winters
TESCO QUOTE NO.: 12E044Q01

TERMS:

- SUBMITTAL: Approximately 1-2 weeks after receipt of purchase order.
- DELIVERY: Approximately 1-2 weeks after receipt of approved submittals.
- ADDENDUMS ACKNOWLEDGED: N/A
- QUOTATION FIRM FOR 30 DAYS UNLESS OTHERWISE STATED.
- Final retention to be paid 10 days after the project notice of completion.
- TESCO's price does include applicable sales taxes, use taxes and applicable fees.
- TESCO's price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms: Net 30 days on approved credit accounts.
- Interest will be applied on all past due invoices.
- All merchandise sold is subject to lien laws.

PROJECT BID CLARIFICATIONS:

- TESCO's Price will be to furnish only, and does not include conduit, wire, tubing, termination, or installation.
- Except where noted, the following is **not** furnished by TESCO:
 - Local control stations and/or field mounted disconnect.
 - Instrumentation mounting brackets, stanchions, and sunshields.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Instrumentation defined in other sections of the specifications
 - 3rd party independent testing, harmonic studies, electrical coordination studies or Arc Flash Hazard Analysis.
 - Interconnection and loop diagrams.

If you have any questions, comments, or if we can be of further assistance, please contact us.

Sincerely,



Tim Fassio
Water/Wastewater Estimator

TESCO Controls, Inc.
An Employee-Owned Company
Phone: (916) 395-8800 ext. 2615
Fax: (916) 429-2817
tfassio@tescocontrols.com
www.tescocontrols.com

"Excellence in Controls and System Integration"



**CITY COUNCIL
STAFF REPORT**

TO: Mayor and City Council
DATE: May 15, 2012
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: AGREEMENT FOR PLANNING AND RELATED SERVICES BETWEEN THE CITY OF WEST SACRAMENTO AND THE CITY OF WINTERS

RECOMMENDATION:

That the City Council approve a AGREEMENT FOR PLANNING AND RELATED SERVICES BETWEEN THE CITY OF WEST SACRAMENTO AND THE CITY OF WINTERS

BACKGROUND:

In 2011, the cities in Yolo County adopted resolutions in support of the concept of “shared services” to maximize both the value and quality of services provided to residents within our respective jurisdictions. The concept provides for the sharing of both resources and personnel when applicable to accomplish various services within each organization.

With the current vacancy within the Community Development Department for a City planner, staff is recommending the consideration of an agreement with the City of West Sacramento to share the services of a City Planner. Given the current planning work-load, reduced planning revenues and the slow economy, the need for a full time planner is not viewed as necessary, at this time.

DISCUSSION:

The attached agreement with the City of West Sacramento provides for the following:

- Office hours for a planner a minimum of one (1) day per week and availability for other hours on an as needed basis.

- Professional services in support of the entire City planning and community development function. This could include planning, building and engineering services as needed and will be billed on an hourly rate as specified in the agreement.
- Become acquainted with the Winters General Plan and other relevant Community Development documents, studies and community issues.
- Review, comment and assist with processing planning applications.
- Review and assist with processing Specific Plan changes for Grant Avenue area and/or work with consultants on same. This may lead to assistance in processing a General Plan amendment.
- Guide the environmental review for the Bikeway Master Plan
- Assess the need for additional related services and needs and serve as a clearing house for securing these services with other City of West Sacramento staff professionals or outside consultants

The position will also attend Planning Commission Meetings and assist on other projects as needed.

FISCAL IMPACT:

The monthly retainer rate will be \$3,000. The hours for the planner will be accrued against the retainer as will other services provided pursuant to the fee schedule included in the agreement. The City has budgeted \$4,000 per month in the upcoming budget.

**AGREEMENT FOR PLANNING AND RELATED SERVICES BETWEEN THE CITY
OF WEST SACRAMENTO AND THE CITY OF WINTERS**

This agreement, effective _____, 2012, is made and entered into by and between the **CITY OF WEST SACRAMENTO** (hereinafter referred to as "West Sacramento") whose business address is 1110 West Capitol Avenue, West Sacramento, CA 95691) and the **CITY OF WINTERS** (hereinafter referred to as "Winters") whose business address is 318 First Street, Winters, CA 95694.

The parties agree as follows:

1. TERM: It is the intention of the parties that from the effective date of this agreement through June 30, 2013, West Sacramento will render Planning and possibly other related hourly services as specified in the Scope of Work as specified in Attachment A. The parties may choose to renew this agreement, modify it or let it expire.

2. SERVICE DESCRIPTION: In support of the Shared Services Program approved by the City Councils of West Sacramento and Winters, West Sacramento has agreed to provide qualified employees to perform planning and related services, as needed, for Winters as specified in Attachment A. The employees assigned to do the work will continue to be West Sacramento employees who will work under the direction of the Winters City Manager while performing specified services for Winters.

3. RATES AND CLAIM FOR SERVICES RENDERED: The hourly rates for likely West Sacramento positions assigned to do work for Winters are specified in Attachment A. If other West Sacramento employees perform work for Winters, the hourly rate for those employees will be calculated in a similar fashion.

West Sacramento shall provide Winters with an itemized statement for services rendered on a monthly basis. The statement shall show the names of the employees assigned, the hourly rate, amount of time worked and tasks worked on.

4. TERMINATION: Notwithstanding any other provisions of this agreement, this agreement may be terminated by either party without cause upon fourteen (14) days written notice to the other party.

5. CITY OF WEST SACRAMENTO EMPLOYEES: No relationship of employer and employee is created by this agreement as to Winters, it being understood that assigned employees are City of West Sacramento employees and shall not have any claim under this agreement or otherwise against Winters it's officers, agents, and employees, for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability, or unemployment insurance benefits or employee benefits of any kind.

6. TOOLS AND INSTRUMENTS: West Sacramento shall supply all tools and instruments required to perform the services under this agreement, except that Winters shall provide a work station and incidental office equipment and materials as may be necessary for services rendered at Winters.

7. ENTIRE AGREEMENT: This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by West Sacramento to Winters and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

8. ASSIGNMENT OF AGREEMENT: Neither this agreement nor any duties or obligations under this agreement may be assigned by the party without the prior written consent of the other party.

9. WORKERS COMPENSATION AND LIABILITY INSURANCE: Under Development.

10. COMPLIANCE WITH LAWS; NON-DISCRIMINATION: The Parties will observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the services to be provided pursuant to this agreement.

11. AMENDMENTS: This agreement may be modified at any time only by a written agreement executed by all of the then parties to this agreement.

12. WAIVER: No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. No waiver shall be binding unless executed in writing by the party making this waiver.

13. GOVERNING LAW: The validity and construction of this agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California. The place of performance and transaction of business shall be in the County of Yolo, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the County of Yolo, State of California.

14. CONSTRUCTION: This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates of their signatures.

CITY OF WINTERS

By: _____

Date: _____

CITY OF WEST SACRAMENTO

By: _____

Date: _____

Toby Ross, City Manager
City of West Sacramento

Scope of Work

The City of West Sacramento proposes to perform the following services for the City of Winters:

Planning Services

1. Provide a Senior Planner to work on site at the City of Winters a minimum of one day per week, as designated by the Winters City Manager. The Senior Planner may perform other duties related to the City of Winters not on site.
2. The assigned Senior Planner may do all or some of the following tasks:
 - Become acquainted with the Winters General Plan and other relevant Community Development documents, studies and community issues.
 - Review, comment and assist with processing planning applications.
 - Review and assist with processing Specific Plan changes for Grant Avenue area and/or work with consultants on same. This may lead to assistance in processing a General Plan amendment.
 - Guide the environmental review for the Bikeway Master Plan
 - Assess the need for additional related services and needs and serve as a clearing house for securing these services with other City of West Sacramento staff professionals or outside consultants
 - Remain available by phone and email to City of Winters staff and the public when not working in Winters.
 - Attend Planning Commission meetings on the 4th Tuesday of every month and City Council meetings as needed.

Related Services

The City of Winters will have access to the following services on an as needed basis. As noted above, the assigned Senior Planner will assist with securing the needed services.

1. **Building Official Consultation-** The Building Official will be available for consultation on code issues, including but not limited to building code matters, ADA compliance, and sustainable construction methods.

2. **Civil Engineering and Traffic Management Consultation-** A Civil Engineer will be available for consultation on civil improvements or issues. Traffic management staff will also be available. This may include providing access to the City's on call traffic consultants.

3. **Miscellaneous Work-** The City of West Sacramento will evaluate its capability to provide other community development services as requested by the City of Winters.

Fees

The City of Winters will provide a retainer fee of \$3,000 per month. Services will be charged against the retainer amount which will be reconciled quarterly. Fees will be per the attached fee schedule. Fees equate to the fully compensated hourly rate for the position plus a 10% administrative overhead charge.

Planning Services

Senior Planner : \$69.23 plus 10% overhead charge = \$76.15

Other hourly rates for services:

Building Official: \$79.18 plus 10% overhead charge= \$87.10 per hour

Supervising Civil Engineer: \$78.83 plus 10% overhead charge= \$86.71 per hour



CITY OF WINTERS AS SUCCESSOR AGENCY TO THE DISSOLVED WINTERS
COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Chair and Boardmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Consideration of Resolution 2012-23 of the City of Winters as Successor Agency to the Winters Community Development Agency adopting a Draft Recognized Obligation Payment Schedule pursuant to AB1X 26.

RECOMMENDATION:

That the City of Winters as Successor Agency to the Winters Community Development Agency adopt the attached Resolution adopting an amended Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2012 through June 30, 2012 compliance with AB1X 26

BACKGROUND:

In February, the City of Winters as successor agency to the dissolved Winters Community Development Agency adopted the ROPS as required by AB1X 26.

The Department of Finance (DOF) reviewed the document and required that we remove from the items eligible for payment 3 things:

- Payment of the Redevelopment Agency's share of the 1992 General Plan Update
- Payment by the Redevelopment Agency for the Agency's share of costs to upgrade the water system in the redevelopment project area
- The 20% housing set aside for the payment received in January 2012.

AB1X 26 specifically excluded loans between the Redevelopment Agency and the sponsoring City, however, there was discussion of clean up bills removing this item. It felt prudent to include those items on the form, and have DOF declare them ineligible, so that if the law is amended in the future, we had included those items previously and it would be more reasonable to see them included both as originally submitted and on a future ROPS.

AB1X26 also, effective June 2011, specifically removed the requirement that 20% of tax increment

be set aside for the Housing function, since the redevelopment agency no longer exists, and would no longer carry on housing activities, therefore, it had to be removed from the ROPS.

The amended ROPS was submitted to the Oversight Board for approval on May 2, 2012, and was approved with the changes required by DOF. The ROPS was submitted to DOF on May 3, 2012. These actions were taken, because the Enforceable Obligation Payment Schedule (EOPS) was only effective until April 30, 2012. No payments for activities could take place after April 30, 2012 until the DOF approved the ROPS.

FISCAL IMPACT:

Ability to pay obligations of the dissolved Winters Community Development Agency.

ATTACHMENTS:

Resolution 2012-23

**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY
RESOLUTION 2012-23**

A RESOLUTION OF THE CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY ADOPTING AN AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

WHEREAS, the City of Winters as Successor Agency to the Winters Community Development Agency (“Agency”) is the successor agency to the dissolved redevelopment agency, existing and exercising its powers pursuant to California Redevelopment Law, Health and Safety Code Section 34173 *et seq.* (“CRL”); and

WHEREAS, pursuant to subdivision (g) of Section 34177 (l)(l) of the CRL (enacted pursuant to Assembly Bill x1 26), the Successor Agency is required to adopt a Draft Recognized Obligation Payment Schedule that lists all of the enforceable obligations that are “enforceable obligations” within the meaning of subdivision (l) of Section 34177 of the CRL and which includes the following information about each such obligation:

- (A) Enforceable Obligation
- (B) The payee
- (C) Payment due Dates January 1, 2012 through June 30, 2012
- (D) Source of Payment

WHEREAS, a Recognized Obligation Payment Schedule, a copy of which is attached, has been presented to the City of Winters as Successor Agency, the City of Winters as Successor Agency is familiar with the contents thereof, and the City Manager has recommended approval of said Schedule subject to the contingencies and reservation of rights set forth in this Resolution: and

WHEREAS, the City of Winters as Successor Agency reserves the right to amend the Recognized Obligation Payments Schedule; and

WHEREAS, in adopting the Recognized Obligations Payment Schedule, the City of Winters as Successor Agency does not intend to waive, nor shall the City of Winters as Successor Agency be deemed to have waived any rights the City of Winters as Successor Agency or its successor may have pursuant to or in connection with any obligation listed on such Schedule, including without limitation, the right to modify, amend, terminate or challenge any obligation listed on such Schedule;

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY that it hereby:

1. Finds that the Recitals set forth are true and correct, and are incorporated herein by reference.

2. Adopts the Draft Recognized Obligation Payment Schedule attached hereto, subject to all reservations of rights and contingencies set forth above.
3. Authorizes the City Manager or designee to take all actions necessary to implement this Resolution, including, without limitation, the posting of this Resolution and the Recognized Obligation Payment Schedule to the City's website, and the provision of the notice of adoption of this Resolution and such Schedule to the County Auditor-Controller, the State Controller and the State Department of Finance.
4. Declares that if any provision, sentence, clause, section, or part of this Resolution is found to be unconstitutional, illegal, or invalid, such finding shall affect only such provision, sentence, clause, section, part, and shall not affect or impair any of the remaining parts.

PASSED AND ADOPTED by the City of Winters Community Development Agency this 15th day of May, 2012 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk

RESOLUTION OB-2012-06

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, APPROVING AN AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JANUARY 1, 2012 THROUGH JUNE 30, 2012.

WHEREAS, pursuant to Health and Safety Code section 34173(d), the City of Winters ("RDA Successor Agency") is the successor agency to the dissolved Community Development Agency of the City of Winters ("Agency"), confirmed by Resolution 2012-02 adopted on January 17, 2012; and

WHEREAS, Health and Safety Code section 34179(a) provides that each successor agency shall have an oversight board composed of seven members; and

WHEREAS, The Department of Finance has reviewed the ROPS for the time period of January 1, 2012 through June 30, 2012; and.

WHEREAS, The Department of Finance has rejected the inclusion of two loans between the City of Winters and the Winters Community Development Agency totaling approximately \$2.7 million from the Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2012 through June 30, 2012 submitted on April 12, 2012.

WHEREAS, the loan agreements entered in to in 1995 and 2002 are fully documented and were lawful when adopted and were retroactively made unlawful by the adoption of AB1X26 in 2011; and

WHEREAS, The reason for the submittal of the revised ROPS is to insure the ability of the Successor Agency to honor financial commitments and retain the financial veracity of the City of Winters to our creditors and business partners.

NOW, THEREFORE BE IT RESOLVED that the Oversight Board hereby approves and adopts the amended ROPs as attached to this Resolution as Exhibit A.

PASSED AND ADOPTED this 2nd Day of May 2012 by the following vote:

AYES: (6) Justus, Romney, Anderson, Chapman, Mills, Saylor

NOES: (0)

ABSTAIN: (0)

ABSENT: (1) Hahn


Larry Justus, Chairperson

ATTEST:


John W. Donlevy, Jr. Oversight Board Secretary

Name of Redevelopment Agency: Winters Community Development Agency
 Project Area(s): RDA Project Area All

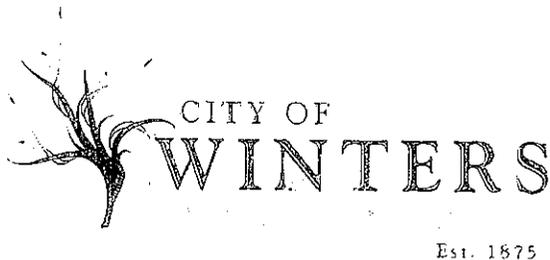
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 28 - Section 34177 (*)

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	Funding Source**	Payable from the Administrative Allowance Allocation****						Total												
							Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012													
1) Expenditures	City of Winters	Allocation of Staff and Overhead Costs	CDA Project Area	119,199.97	119,199.97	RPTTF		23,839.99	23,839.99	23,839.99	23,839.99	23,839.99	23,839.99	119,199.95											
2)						RPTTF																			
3)						RPTTF																			
4)						RPTTF																			
5)						RPTTF																			
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28)																									
Totals - This Page								\$	119,199.97	\$	119,199.97	\$	23,839.99	\$	23,839.99	\$	23,839.99	\$	23,839.99	\$	23,839.99	\$	23,839.99	\$	119,199.95

* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the Agreed Upon Procedures Audit be completed before submitting the final Overright Approved ROPS to the State Controller and State Department of Finance.

** All total due during fiscal year and payment amounts are projected.

*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
 RPTTF - Redevelopment Property Tax Trust Fund
 Bonds - Bond proceeds
 Admin - Successor Agency Administrative Allowance
 LMIHF - Low and Moderate Income Housing Fund
 **** - Administrative Cost Allowance caps are 5% of Form A 6-month totals in 2011-12 and 3% of Form A 6-month totals in 2012-13. The calculation should not factor in pass through payments paid for with RPTTF in Form D.



**WINTERS COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chair and Boardmembers
DATE: May 15, 2012
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Consideration of Resolution 2012-24 of the City of Winters as Successor Agency to the Winters Community Development Agency adopting a Recognized Obligation Payment Schedule pursuant to AB1X 26.

RECOMMENDATION:

That the City of Winters as Successor Agency to the Winters Community Development Agency adopt the attached Resolution adopting a Draft Recognized Obligation Payment Schedule in compliance with AB1X 26

SUMMARY:

In accordance with Health and Safety Code Section 34177, added by Assembly Bill 1X 26, the City of Winters as Successor Agency to the Winters Community Development Agency ("Agency") adopted an Enforceable Obligation Payment Schedule ("EOPS"), which serves as the basis for the payment of the Agency's outstanding financial obligations. Section 34177 requires the successor agency to adopt a Recognized Obligation Payment Schedule (ROPS) for each 6 month period beginning January 2012. The Yolo Auditor Controller has requested that the ROPS be adopted and approved by the Department of Finance (DOF) prior to May 15, 2012 in order for their office to determine the funding status and make payments as required by AB1X26 on June 1, 2012. To expedite the process, the ROPS was submitted to the Oversight Board on May 2, 2012 and approved by them, and was submitted to DOF on May 3, 2012. Staff received notification that the DOF will be asking for documentation for some of the items on the ROPS submitted. At this time, we have not received information on what specific items are being questioned.

BACKGROUND:

The Community Development Agency of the City of Winters ("Agency") was created by the City Council for the purposes of implementing redevelopment activities in the City. The City Council adopted the Redevelopment Plan for the Winters Redevelopment Project in accordance with the Community Redevelopment Law (Health and Safety Code § 33000 *et seq.*) ("CRL"). The Winters

Redevelopment Project Area was found to have a significant number of physical and economic blighting conditions that necessitated adoption of the Redevelopment Plan. The Redevelopment Plan authorizes the Agency to receive tax increment revenue to pay for programs and projects that address these conditions consistent with the CRL.

In January, 2011, the Governor announced his intent to eliminate redevelopment agencies as a way to help balance the State budget. The Legislature then enacted, and the Governor signed, Assembly Bill 1X 26 and Assembly Bill 1X 27, which took effect on June 29, 2011.

AB 1X 26 immediately suspended all new redevelopment activities and incurrence of indebtedness, and dissolves redevelopment agencies effective October 1, 2011. AB 1X 27 allowed a city or county that had a redevelopment agency to avoid dissolution by adopting an ordinance agreeing to make specified payments to reduce the State budget deficit.

A Petition for Writ of Mandate was filed in the Supreme Court of the State of California on July 18, 2011 (*California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861), challenging the constitutionality of AB 26 and AB 27 on behalf of cities, counties and redevelopment agencies and requesting a stay of enforcement. On August 11, 2011, and August 17, 2011, the Supreme Court stayed portions of AB 1X 26, and stayed AB 1X 27 in its entirety during the pendency of the matter.

The portion of AB 1X 26 that was not stayed required that redevelopment agencies prepare and file an Enforceable Obligations Payment Schedule in August, 2011.

On December 29, 2011, the Supreme Court issued its final decision in the aforesaid litigation, upholding AB 1X 26, invalidating AB 1X 27, and extending all statutory deadlines under AB 1X 26, essentially dissolving all redevelopment agencies throughout the State effective February 1, 2012.

DISCUSSION

AB 1X 26 suspended all new redevelopment activities and incurrence of indebtedness by terminating virtually all otherwise legal functions of the Agency and mandating a liquidation of any assets for the benefit of local taxing agencies. Some debts are allowed to be repaid, but any such remittances are to be managed by a successor agency, that would function primarily as a debt repayment administrator. The successor agency cannot continue or initiate any new redevelopment projects or programs. The activities of the successor agency will be overseen by an oversight board, comprised primarily of representatives of other taxing agencies, until such time as the remaining debts of the former redevelopment agency are paid off, all Agency assets liquidated and all property taxes are redirected to local taxing agencies.

Under Health and Safety Code Section 34177, the ROPS must list all of the “enforceable obligations” of the Agency, and must be certified by an independent external auditor and is subject to approval by the Department of Finance, The State Controller and must be posted on the successor agency’s website. “Recognized obligations” include: bonds; loans legally required to be repaid pursuant to a payment schedule with mandatory repayment terms; payments required by the federal government, preexisting obligations to the state or obligations imposed by state law; judgments, settlements or binding arbitration decisions that bind the agency; legally binding and

enforceable agreements or contracts; and contracts or agreements necessary for the continued administration or operation of the agency, including agreements to purchase or rent office space, equipment and supplies.

FISCAL IMPACT:

Without the approved ROPS, the City, as successor agency would not be able to pay the obligations of the former redevelopment agency, including making debt service payments on the 2004 and 2007 tax allocation bonds.

ATTACHMENTS:

Recognized Obligations Payment Schedule (EOPS)
Resolution 2012-10

**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY
RESOLUTION 2012-24**

**A RESOLUTION OF THE CITY OF WINTERS AS SUCCESSOR AGENCY TO
THE WINTERS COMMUNITY DEVELOPMENT AGENCY ADOPTING A
RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34177**

WHEREAS, the City of Winters as Successor Agency to the Winters Community Development Agency (“Agency”) is the successor agency to the dissolved redevelopment agency, existing and exercising its powers pursuant to California Redevelopment Law, Health and Safety Code Section 34173 *et seq.* (“CRL”); and

WHEREAS, pursuant to subdivision (g) of Section 34177 (l)(l) of the CRL (enacted pursuant to Assembly Bill x1 26), the Successor Agency is required to adopt a Draft Recognized Obligation Payment Schedule that lists all of the enforceable obligations that are “enforceable obligations” within the meaning of subdivision (l) of Section 34177 of the CRL and which includes the following information about each such obligation:

- (A) Enforceable Obligation
- (B) The payee
- (C) Payment due Dates July 1, 2012 through December 31, 2012
- (D) Source of Payment

WHEREAS, a Recognized Obligation Payment Schedule, a copy of which is attached, has been presented to the City of Winters as Successor Agency, the City of Winters as Successor Agency is familiar with the contents thereof, and the City Manager has recommended approval of said Schedule subject to the contingencies and reservation of rights set forth in this Resolution: and

WHEREAS, the City of Winters as Successor Agency reserves the right to amend the Recognized Obligation Payments Schedule; and

WHEREAS, in adopting the Recognized Obligations Payment Schedule, the City of Winters as Successor Agency does not intend to waive, nor shall the City of Winters as Successor Agency be deemed to have waived any rights the City of Winters as Successor Agency or its successor may have pursuant to or in connection with any obligation listed on such Schedule, including without limitation, the right to modify, amend, terminate or challenge any obligation listed on such Schedule;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY OF WINTERS AS
SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT
AGENCY** that it hereby:

1. Finds that the Recitals set forth are true and correct, and are incorporated herein by reference.

2. Adopts the Draft Recognized Obligation Payment Schedule attached hereto, subject to all reservations of rights and contingencies set forth above.
3. Authorizes the City Manager or designee to take all actions necessary to implement this Resolution, including, without limitation, the posting of this Resolution and the Recognized Obligation Payment Schedule to the City's website, and the provision of the notice of adoption of this Resolution and such Schedule to the County Auditor-Controller, the State Controller and the State Department of Finance.
4. Declares that if any provision, sentence, clause, section, or part of this Resolution is found to be unconstitutional, illegal, or invalid, such finding shall affect only such provision, sentence, clause, section, part, and shall not affect or impair any of the remaining parts.

PASSED AND ADOPTED by the City of Winters Community Development Agency this 15th day of May, 2012 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk

RESOLUTION OB-2012-05

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2012 THROUGH DECEMBER 31, 2012.

WHEREAS, pursuant to Health and Safety Code section 34173(d), the City of Winters ("RDA Successor Agency") is the successor agency to the dissolved Community Development Agency of the City of Winters ("Agency"), confirmed by Resolution 2012-02 adopted on January 17, 2012; and

WHEREAS, Health and Safety Code section 34179(a) provides that each successor agency shall have an oversight board composed of seven members; and

WHEREAS, The Department of Finance requires the Recognized Obligation Payment Schedule (ROPS) for the period July 1, 2012 through December 31, 2012 be adopted and submitted by May 11, 2012.

WHEREAS, The Department of Finance has rejected the inclusion of two loans between the City of Winters and the Winters Community Development Agency totaling approximately \$2.7 million from the Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2012 through June 30, 2012 submitted on April 12, 2012.

WHEREAS, the loan agreements entered in to in 1995 and 2002 are fully documented and were lawful when adopted and were retroactively made unlawful by the adoption of AB1X26 in 2011; and

WHEREAS, The reason for the submittal of the revised ROPS is to insure the ability of the Successor Agency to honor financial commitments and retain the financial veracity of the City of Winters to our creditors and business partners.

NOW, THEREFORE BE IT RESOLVED that the Oversight Board hereby approves and adopts the ROPS as attached to this Resolution as Exhibit A.

PASSED AND ADOPTED this 2nd Day of May 2012 by the following vote:

AYES: (6) Justus, Romney, Anderson, Chapman, Mills, Saylor

NOES: (0)

ABSTAIN: (0)

ABSENT: (1) Hahn


Larry Justus, Chairperson

ATTEST:


John W. Donlevy, Jr. Oversight Board Secretary

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE - CONSOLIDATED
FILED FOR THE July 1, 2012 to December 31, 2012 PERIOD**

Name of Successor Agency

City of Winters as Successor Agency to the Winters Community Development Agency

	Current	
	Total Outstanding Debt or Obligation	Total Due During Fiscal Year
Outstanding Debt or Obligation	\$ 46,368,632.49	\$ 2,082,899.80
	Total Due for Six Month Period	
Outstanding Debt or Obligation	\$ 1,079,766.25	
Available Revenues other than anticipated funding from RPTTF	\$ -	
Enforceable Obligations paid with RPTTF	\$ 786,634.07	
Administrative Cost paid with RPTTF	\$ 126,000.00	
Pass-through Payments paid with RPTTF	\$ 167,132.18	
Administrative Allowance (greater of 5% of anticipated Funding from RPTTF or 250,000. Note: Calculation should not include pass-through payments made with RPTTF. The RPTTF Administrative Cost figure above should not exceed this Administrative Cost Allowance figure)	\$ 39,331.70	

Certification of Oversight Board Chairman:
Pursuant to Section 34177(i) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized
Enforceable Payment Schedule for the above named agency.

Larry Justus
Name
Signature

Oversight Board Chair
Title
Date

Larry W. Justus
5-2-12
5/2/2012

Name of Redevelopment Agency: Winners Community Development Agency
 Project Area(s): EDA Project Area A1

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34177 (*)

Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013	Funding Source	Payments by month					Total	
								July 2012	August 2012	Sept 2012	Oct 2012	Nov 2012		Dec 2012
1) 2004 Tax Allocation Bonds	2/27/04	Bank of New York Trustee	Bond issue to fund job-housing projects	CDA Project Area	4,608,527.75	275,248.50	RPTTF						56,424.25	\$ 56,424.25
2) 2004 Tax Allocation Bonds	2/27/04	Bank of New York Trustee	Bond issue to fund housing projects	CDA Project Area	4,789,845.00	202,950.50	RPTTF						60,852.25	\$ 60,852.25
3) 2007 Tax Allocation Bonds	5/31/07	Bank of New York Trustee	Bond issue to fund non housing projects	CDA Project Area	17,721,682.50	661,590.00	RPTTF						203,295.00	\$ 203,295.00
4) 2007 Tax Allocation Bonds	5/31/07	Bank of New York Trustee	Bond issue to fund housing projects	CDA Project Area	3,050,610.00	78,270.00	RPTTF						34,035.00	\$ 34,035.00
5) Loan due City of Winners	5/10/10	City of Winners	Loan due for 2010 SERAF paid by City of Winners	CDA Project Area	795,448.00	153,313.50	RPTTF						0.00	\$ 160,313.50
6) Winners Opera House Lease	9/10/05	Winners Opera House	Pawn Playhouse Rent Sustain	CDA Project Area	62,550.25	30,072.12	RPTTF						7,518.03	\$ 15,036.06
7) Winners Opera House Lease	12/8/09	Winners Opera House	Rent Agreement for Winners Visitor Center	CDA Project Area	29,000.00	12,000.00	RPTTF						1,000.00	\$ 6,000.00
8) Winners Opera House Lease	12/8/09	Winners Opera House	Winners Visitor Center Operations Funding	CDA Project Area	69,600.00	28,800.00	RPTTF						2,400.00	\$ 2,400.00
9) Trustee Services	3/30/04	Bank of New York Mellon	Trustee Services for 2004 Tax Allocation Bonds	CDA Project Area	37,400.00	1,700.00	RPTTF						0.00	\$ 1,700.00
10) Trustee Services	5/1/07	Bank of New York Mellon	Trustee Services for 2007 Tax Allocation Bonds	CDA Project Area	42,500.00	1,700.00	RPTTF						0.00	\$ 0.00
11) Continuing Disclosure Services	8/16/05	Urban Futures, Inc	Continuing Disclosure Reporting-2004 TABS	CDA Project Area	38,500.00	1,750.00	RPTTF						5,000.00	\$ 5,000.00
12) Continuing Disclosure Services	8/16/05	Urban Futures, Inc	Continuing Disclosure Reporting-2007 TABS	CDA Project Area	43,750.00	1,750.00	RPTTF						5,000.00	\$ 5,000.00
13) Legal Services	6/20/11	Best, Best & Krueger	Legal Services for Redevelopment Issues	CDA Project Area	60,000.00	60,000.00	RPTTF						50.00	\$ 50.00
14) 305 First Street	12/14/08	Ann's Housekeeping	Janitorial Services	CDA Project Area	600.00	600.00	RPTTF						50.00	\$ 50.00
15) City Attorney Fees		John Wallison	Legal Fees	CDA Project Area	15,000.00	600.00	RPTTF						3,750.00	\$ 3,750.00
16) PERS Unfunded Liability		CalPERS	Unfunded Liability for Agency Employees	CDA Project Area	127,134.99	127,134.99	RPTTF						127,134.99	\$ 127,134.99
17) 314 Railroad Ave	3/31/10	Roy and Teneza Limon	Reconciliation Assistance	CDA Project Area	30,000.00	30,000.00	RPTTF						30,000.00	\$ 30,000.00
18) 305 First Street	9/1/09	John Pickrel	Rental of Meeting Room	CDA Project Area	11,050.00	11,050.00	RPTTF						944.24	\$ 944.24
19) Auditing		Mess, Levy Hartzheim	Close out Audit of Redevelopment Agency 1-31-12	CDA Project Area	5,000.00	5,000.00	RPTTF						5,000.00	\$ 5,000.00
20)														
21)														
22)														
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32)														
Totals - This Page (RPTTF Funding)					\$ 31,532,508.49	\$ 1,535,784.62	N/A	\$ 37,558.80	\$ 9,384.25	\$ 210,975.78	\$ 18,144.24	\$ 13,144.24	\$ 502,416.76	\$ 766,634.07
Totals - Page 2 (Other Funding)					\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Page 3 (Administrative Cost Allowance)					\$ 250,000.00	\$ 250,000.00	N/A	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 126,000.00
Totals - Page 4 (Pass Thru Payments)					\$ 14,568,174.00	\$ 297,115.18	N/A	\$ 132,445.00	\$ -	\$ 34,687.18	\$ -	\$ -	\$ -	\$ 167,132.18
Grand Total - All Pages					\$ 46,350,682.49	\$ 2,082,899.80	\$ -	\$ 105,003.80	\$ 30,384.25	\$ 265,662.96	\$ 39,144.24	\$ 34,144.24	\$ 523,416.76	\$ 1,079,766.25

* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/31/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the Agency Procedures Audit be completed before submitting the final Oversight Approved ROPS to the State Controller and State Department of Finance.

** All totals due during fiscal year end payment amounts are projected.

*** Funding sources from Redevelopment Property Tax Trust Fund (RPTTF) - Redevelopment Property Tax Trust Fund (RPTTF) - Low and Moderate Income Housing Fund

Other - reserves, rents, interest earnings, etc

Admin - Successor Agency Administrative Allowance

Name of Redevelopment Agency/Winters Community Development Agency
 Project Area(s) RDA Project Area All

OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34177 (*)

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debtor or Obligation	Total Due During Fiscal Year 2012-2013**	Source of Fund**	Pass Through and Other Payments ***						Total	
							July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012		
1) County Pass Through	Yolo County	Yolo County Pass through Agreement	CDA Project Area	12,308,774.00	262,428.00	RPTTF	132,445.00						\$ 132,445.00	
2) Pass Through	Soalino Community College	Pass through Agreement	CDA Project Area	1,233,574.00	26,599.94	RPTTF		26,599.94					\$ 26,599.94	
3) Pass Through	Mosquito Vector District	Pass through Agreement	CDA Project Area	260,428.00	7,485.24	RPTTF		7,485.24					\$ 7,485.24	
4) Pass Through	Winters Cemetery District	Pass through Agreement	CDA Project Area	783,348.00	602.00	RPTTF		602.00					\$ 602.00	
5)													\$ -	
6)													\$ -	
7)													\$ -	
8)													\$ -	
9)													\$ -	
10)													\$ -	
11)													\$ -	
12)													\$ -	
13)													\$ -	
14)													\$ -	
15)													\$ -	
Totals - Other Obligations								\$ 14,586,124.00	\$ 297,116.18	\$ -	\$ 34,687.18	\$ -	\$ -	\$ 157,132.18

* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the Agreed Upon Procedures Audit be completed before submitting the final Oversight Approved ROPS to the State Controller and State Department of Finance.
 ** All total due during fiscal year and payment amounts are projected.
 *** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
 RPTTF - Redevelopment Property Tax Trust Fund
 LMIHF - Low and Moderate Income Housing Fund
 *** - Only the January through June 2012 ROPS should include expenditures for pass-through payments. Starting with the July through December 2012 ROPS, per HSC section 34183 (a) (1), the county auditor controller will make the required pass-through payments prior to transferring money into the successor agency's Redevelopment Obligation Retirement Fund for items listed in an oversight board approved ROPS.
 Other - reserves, rents, interest earnings, etc
 Bonds - Bond proceeds
 Admin - Successor Agency Administrative Allowance

