



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, July 16, 2013
6:30 p.m.
AGENDA
(pp 1-4)

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations

may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 2, 2013 (pp 5-7)
- B. Resolution No. 2013-23, A Resolution of the City Council of the City of Winters Approving an Agreement for Provisions of Professional Consulting Services to the City of Winters by AK & Company for SB90 State Mandated Cost Reimbursement in the Amount of \$3,000.00 (pp 8-30)
- C. Morgan Estates Subdivision (10/1988) - Acceptance of Irrevocable Offer of Dedication (pp 31-36)
- D. 426 Cottage Circle (Guadalupe Arroyo) – Acceptance of Offer by Buyer (pp 37-46)
- E. Request for Street Closure – Jeff Falyn, Nature’s Theater (47-51)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Public Hearing and Consideration of Resolution No. 2013-24, A Resolution of the City Council of the City of Winters Setting Water and Wastewater Rates for 8/1/13-6/30/18 (pp 52-56)
- 2. Wastewater Services Monthly Update (pp 57-61)
- 3. Appointment to Planning Commission (pp 62)

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

- 1.
-

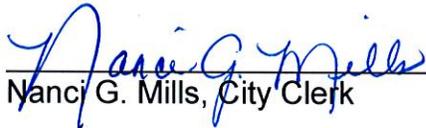
CITY MANAGER REPORT

INFORMATION ONLY

1. April 2013 Investment Report (pp 63-64)
2. April 2013 Treasurer Report (pp 65-71)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 16, 2013 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on July 11, 2013, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

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

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

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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*Winters City Council Agenda
Meeting of July 16, 2013*

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Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the
Winters City Council Held on July 2, 2013

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

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

Absent: None

Staff: City Manager John Donlevy, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Housing Programs Manager Dan Maguire, and Environmental Services Manager Carol Scianna.

Sky Dawkins-Falyn led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes. Approval of the agenda was unanimous.

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Lyndsay Hawkins provided information regarding a nature theater with ecological themes and the plan to locally create a webisode and a few environmental documentaries with a film maker. She inquired about a street closure from Main to Abbey from August 3 to August 17. She is also looking for a warehouse to film the production. Staff recommended the Hahn Feeney building.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 18, 2013
- B. Street Closure Request by Winters Chamber of Commerce Requesting Approval of Temporary Street Closure on August 23rd for the Earthquake Street Festival, including Main Street from Railroad Avenue to First Street and East Main Street from Railroad Avenue to Elliot Street

- C. Updated Project Budget Sheet and Amendment No. 1 to Design Services Agreement – Railroad Avenue/Dry Slough Bridge Replacement, Project No. 11-02

City Manager Donlevy gave an overview. Motion by Council Member Anderson, second by Council Member Guelden to approve the Consent Calendar. Motion carried unanimously.

DISCUSSION ITEMS

- 1. None

SUCCESSOR AGENCY TO THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT AGENCY

- 1. Resolution SA-2013-01, a Resolution of the Successor Agency to the Dissolved Winters Community Development Agency Adopting a Property Management Plan

Director of Financial Management Shelly Gunby gave a brief overview of the Property Management Plan, and if adopted by Council will be submitted to the Oversight Board for approval.

Motion by Council Member Cowan, second by Council Member Anderson to approve Resolution SA12013-01, adopting a Property Management Plan. Motion carried with the following vote:

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

- 2. Resolution SA-2013-02, a Resolution of the Successor Agency to the Dissolved Winters Community Development Agency Approving the Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and Between the City of Winters and Cross Development

Economic Development and Housing Manager Dan Maguire gave an overview and requested the staff report be amended to reflect October 2, 2012 as the date the City Manager was authorized by Council to execute a Purchase and Sale Agreement with Cross Development.

Motion by Council Member Cowan, second by Council Member Anderson to approve Resolution SA-2013-02 approving the Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and Between the City of Winters and Cross Development. Motion carried with the following vote:

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

3. Resolution SA-2013-03, a Resolution of the Successor Agency to the Dissolved Winters Community Development Agency Approving the Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and Between the City of Winters and Yolo Federal Credit Union

Economic Development and Housing Manager Dan Maguire gave an overview.

Motion by Council Member Guelden, second by Council Member Cowan to approve Resolution SA-2013-03 approving the Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and Between the City of Winters and Yolo Federal Credit Union. Motion carried with the following vote:

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

CITY MANAGER REPORT

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:21 p.m. in memory of the 19 firefighters who lost their lives in Arizona.

Cecilia Aguiar-Curry, MAYOR

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: State Mandated Cost Claiming Services.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2013-23, A Resolution of the City Council of the City of Winters approving an Agreement for Provision of Professional Consulting Services to the City of Winters by AK & Company for SB90 State Mandated Cost Reimbursement Claim and authorize the City Manager to execute the contract.

BACKGROUND:

The State of California has mandated that cities and counties must provide certain services and programs, and under state law, the State of California is required to reimburse the cost of providing those programs and services. Cities and Counties must submit claims to the State of California in order to receive the reimbursement. The City of Winters began submitting claims in February 2002 and the state currently has remitted to the City of Winters approximately \$90,252. Although most of the mandates are expected to be suspended in the 2013-2014 California state budget, the City must continue to file the claims in order to receive payment when the state budget includes the repayment of past claims, and the payment of current claims. The cost of submitting the claim to the state is reimbursed by the state.

FISCAL IMPACT:

The City will receive approximately \$6,000 in funds for the current fiscal year to offset the cost of providing services and programs. Our policy is to use these funds, when received, to help provide funding for our equipment replacement funds.

ATTACHMENTS

Consultant Services Agreement
Resolution 2013-23

RESOLUTION 2013-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN AGREEMENT FOR PROVISION OF PROFESSIONAL CONSULTING SERVICES TO THE CITY OF WINTERS BY AK & COMPANY FOR SB 90 STATE MANDATED COST REIMBURSEMENT IN THE AMOUNT OF \$3,000.00

WHEREAS, the City finds it prudent to submit a claim to the State of California for reimbursement for the cost of state mandated programs; and

WHEREAS, AK & Company has presented the City with a proposal to prepare the claim for reimbursement of state mandated programs;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters hereby approves the contract with AK& Company in the amount of \$3,000 to file the claim for reimbursement for the cost of state mandated programs and authorizes the City Manager to execute the contract with AK & Company.

PASSED AND ADOPTED by the City Council, City of Winters, this 16th day of July 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____**

THIS AGREEMENT is made at Winters, California, as of July 16, 2013, by and between the City of Winters ("the CITY") and AK & Company (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated 6/18/13. Consultant shall provide said services at the time, place, and in the manner specified by the City of Winters and Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed Three Thousand Dollars (\$3,000.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

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

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Provided by Consultant

June 18, 2013

Ms. Shelly Gunby
Director of Financial Management
City of Winters
318 First Street
Winters, CA 95694-1923

Dear Shelly:

ak & company is pleased to submit this proposal to continue to provide the City of Winters with SB 90 State Mandated Cost Claiming Services during FY 2013-2014. I propose to prepare and file all Annual and New Reimbursement Claims for which Claiming Instructions are issued during this period. Please find enclosed for your consideration my proposal and agreement for provision of these services.

The Annual Claims to be filed during FY 2013-2014 are reimbursements for actual mandated costs incurred during FY 2012-2013. These will include eligible mandate programs filed during FY 2012-2013, plus reimbursements for New Claim Programs that become eligible this fiscal year. It should be noted that reimbursement claims for new programs, such as the California Public Records Act, will include costs incurred in multiple, earlier fiscal years through FY 2012-2013.

Although the State has reneged on timely payment of certain mandated program cost reimbursements during prior years, the significant amount currently owed to your city will ultimately be paid. Therefore, it is fiscally prudent to continue to make claims for all eligible reimbursements. To fail to submit these reimbursement claims grants the State an unwarranted exemption from its legal obligations, and simply waives the city's right to future reimbursement for legitimate mandated costs already incurred.

To engage ak & company on behalf of the City of Winters, please review and return a signed copy of the enclosed Agreement by **Friday, July 19**. I will begin the upcoming year's claiming process immediately upon receipt of a signed Agreement.

Should you have any questions on the enclosed materials, please contact me. I look forward to continuing to work with you and other city staff in the upcoming year.

Yours sincerely,



Anita Kerezsi

Enclosures

INTRODUCTION

ak & company's experience and expertise in the preparation of state mandated cost reimbursement claims can provide the City of Winters financial benefit. ak & company's goal for every client is the timely submission of complete, accurate and defensible claims eligible for the optimal amount of state reimbursement. ak & company utilizes a comprehensive project plan to define the scheduled timeframes, methods, and information necessary to support the city's claims. This process enlists the assistance of the city's employees to yield more valid data.

ak & company was established in July, 2005. The principal, Anita Kerezsi, has over thirty years of city, county and special district experience. Most significantly, for the past sixteen years Anita has been responsible for the timely submission of local government mandated cost reimbursement claims and new market development. Additional local government experience includes employment as a contract lobbyist representing city and county interests, Controller for the CSAC Excess Insurance Authority, and Legislative Analyst with the California State Association of Counties.

ak & company is based in the Sacramento and Anita is extremely knowledgeable about the state's legislative processes. As a contractual benefit to the City of Winters, Anita will provide timely information regarding legislative actions relevant to the city. She actively participates in the Commission on State Mandates' meetings and will keep the city informed of impending mandates and new test claims pertinent to the City of Winters.

As the Consultant filing claims on behalf of the City of Winters for the past sixteen years, Anita is well acquainted with the city staff involved in this process. She and staff from each department affected by an eligible reimbursement mandate have already developed an efficient plan for timely collection of relevant data.

2013-2014: A Look Ahead

- **Annual Claims** – Existing programs that are included in the State Controller's Office (SCO) Annual Claiming Instructions. **Exhibit A** identifies fifteen (15) local agency programs eligible for **FY 2012-2013** reimbursement of incurred costs.
- **New Claims – California Public Records Act** – New program pending SCO release of Claiming Instructions for **FY 2002-2003 through FY 2012-2013**.
- **New Mandates – Pending Parameters and Guidelines (Ps and Gs)** – **Exhibit B** identifies three approved Test Claims for which Ps & Gs are pending development. Following approval of Ps & Gs, Claiming Instructions will be released.
- **New Mandates – Pending Test Claims** – **Exhibit B** also includes seventeen local agency Test Claims pending before the CSM. While it is certain that not all of these Test Claims will become reimbursable mandates, undoubtedly some will emerge as new SB 90 mandate reimbursement programs during FY 2013-2014.
- **Mandate Funding** – The May Revise contains over \$48M in funding to pay for law-enforcement and tax administration mandates.
- **Funding of Deferrals** – Discussions have begun to review options to resolve the issue of payments of back-year deferred obligations due to local governments.

2012-2013: A Review

- **State Controller's Field Audits** – The State Controller's Office (SCO) continued to perform field audits, typically targeted toward larger local agencies with higher dollar mandate reimbursement claims.
- **Commission on State Mandates (CSM) Backlog Reduction Plan** – As directed by the administration, CSM staff devised an ambitious plan to complete the current backlog of both test claims and incorrect reduction claims (IRCs) by the end of the 2013 calendar year. Significant progress has been made and the current backlog is now anticipated to be eliminated by the end of the 2014 calendar year.

PRODUCTS AND SERVICES INCLUDED IN THIS PROPOSAL

The primary focus of ak & company is the timely filing of accurate state mandated cost claims on behalf of the City of Winters in order to optimize reimbursement and avoid any late penalties.

ak & company will file all eligible mandated cost reimbursement claims included in Claiming Instructions issued during FY 2013-2014. These include the Annual Claims - Exhibit A, for which requested supporting documentation is provided. Also included are any New Claims – Exhibit B, for eligible years for which supporting documentation is available. ak & company will also keep the city's SB 90 Coordinator apprised of impending mandates and new test claims pertinent to the City of Winters.

This proposal does not include services pertaining to submission of prior year late claims.

LOCATION AND DELIVERY OF SERVICES

Once a contractual agreement is executed with ak & company, Anita and the city's designated SB 90 coordinator will schedule a date and time for an on-site visit. During that visit, Anita will review eligible mandates with the city's coordinator and establish a mutually agreed upon timeframe within which designated department staff will provide all requested data to ak & company. Anita will then work directly with staff within each department and apprise the city's SB 90 coordinator of progress made. Once all requested data has been received, ak & company will complete claims preparation work in Sacramento, with additional telephone, e-mail and fax correspondence with City of Winters staff as necessary.

Upon completion of SB 90 claims for the city, Anita will forward the claims to the city's SB 90 coordinator for review and signature. A copy of each claim will be included for the city's files. When the FAM-27 signature pages are returned, not later than 5 working days before the filing deadline, Anita will deliver the signed claims to the SCO to ensure timely submission. Once she has received the signed Claims Transmittal from the SCO, Anita will provide a copy to the city's SB 90 Coordinator to evidence submission of the city's claims.

PROPOSED WORK PLAN

ak & company's proposed work plan for the City of Winters is intended to be proactive and methodical. Cities that identify and track their mandated activities throughout the fiscal year receive fewer claim reductions and inquiries from SCO Auditors. The City of Winters will be best served when data and documents are provided to ak & company by the agreed upon schedule. ak & company's approach to all claims included in the proposed Agreement is as follows:

- Schedule at least one site visit per year to discuss eligible reimbursement programs with the city's SB 90 Coordinator and conduct meetings with individual departments affected by each mandate.
- Establish a workable timeframe and plan for data to be collected by staff and submitted to ak & company in order to prepare and submit the claims prior to the claiming deadline.
- Advise the city's SB 90 coordinator and department staff regarding reliable and defensible types of source documentation.
- Collect relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all departments included in the city's claims.
- Complete all eligible claims and provide the city with hard copies of the claims submitted.
- Deliver all signed claims to the State Controller's Office.
- Provide to the city's SB 90 coordinator a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of claims.
- If necessary, act as a Sacramento liaison with the SCO in desk reviews or field audits for claims that were prepared and submitted by ak & company.

ak & company's approach to any New Claims will involve this same process, with additional steps:

- Provide timely notification to the SB 90 Coordinator and affected departmental personnel once Parameters and Guidelines have been approved by the Commission on State Mandates.
- Notify these individuals once the SCO has issued program Claiming Instructions and provide a program summary of the Claiming Instructions.
- Begin the data collection process to prepare and submit claims for all current and prior years for which supporting documentation is available.

PROPOSED TERM OF AGREEMENT

The term of the agreement referenced in this proposal shall commence on July 1, 2013 and shall terminate on September 30, 2014. The agreement may be extended by mutual written consent of the parties for two consecutive one-year periods.

PROPOSAL CLOSING DATE

Proposal products, services, term and fees are valid until Friday, July 19, 2013.

PROFESSIONAL FEES

FEE FOR ANNUAL, AMENDED AND NEW CLAIMS

ak & company will complete each element of this proposal as it relates to the FY 2012-2013 Annual Claims due on February 18, 2014 for a Fixed Fee of three thousand (\$3000). This includes all fees and expenses incurred in the claim preparation process when data is provided within the established timeframe. Any additional time required because data is not provided to ak & company pursuant to the agreed upon timeframe or is inaccurate or incomplete shall be invoiced at a weekly rate of \$250.

METHOD OF PAYMENT – ANNUAL, AMENDED AND NEW CLAIMS

ak & company will invoice the City of Winters for all work proposed in two equal installments: The first following execution of the Agreement and the second following the filing of the Annual Claims.

Thank you for your consideration of this proposal for the City of Winters.

If this Proposal and terms of the Agreement are acceptable to the City of Winters, please sign and return one copy of the enclosed Agreement to ak & company by **Friday, July 19, 2013**.

ANITA KEREZSI

ak & company
3531 Kersey Lane, Suite M
Sacramento, CA 95864

Phone: 916 972 1666
Email: akcompany@um.att.com
Fax: 916 972 1666

**REIMBURSABLE STATE MANDATED COST PROGRAMS - CITIES
JUNE 30, 2013**

PROGRAM NUMBER	PROGRAM NAME
246	ADMINISTRATIVE LICENSE SUSPENSION
274	DOMESTIC VIOLENCE ARRESTS AND VICTIM ASSISTANCE
167	DOMESTIC VIOLENCE ARREST POLICIES AND STANDARDS
322	DOMESTIC VIOLENCE BACKGROUND CHECKS
262	CRIME VICTIMS' DOMESTIC VIOLENCE INCIDENT REPORTS
197	HEALTH BENEFITS FOR SURVIVORS OF PEACE OFFICERS AND FIREFIGHTERS
321	IDENTITY THEFT REPORTS
298	LOCAL GOVERNMENT EMPLOYEE RELATIONS (PERB)
314	MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
264	PEACE OFFICER PERSONNEL RECORDS: UNFOUNDED COMPLAINTS AND DISCOVERY
187	PEACE OFFICERS PROCEDURAL BILL OF RIGHTS
121	PESTICIDE USE REPORTS
127	RAPE VICTIMS COUNSELING CENTER NOTICES
163	THREATS AGAINST PEACE OFFICERS
331	VOTER IDENTIFICATION PROCEDURES

NEW/FIRST TIME CLAIMS: PENDING SCO CLAIMING INSTRUCTIONS:

CALIFORNIA PUBLIC RECORDS ACT (County of Los Angeles)

NEW/FIRST TIME CLAIMS: PENDING CSM PARAMETERS AND GUIDELINES:

INTERAGENCY CHILD ABUSE AND NEGLECT INVESTIGATION REPORTS (County of Los Angeles)

PEACE OFFICERS PROCEDURAL BILL OF RIGHTS II (City of Newport Beach)

DISCHARGE OF STORMWATER RUNOFF (County of San Diego)

PENDING TEST CLAIMS:

ACCOUNTING FOR LOCAL REVENUE REALIGNMENTS (County of Los Angeles)

PUBLIC GUARDIANSHIP OMNIBUS CONSERVATORSHIP REFORM (County of Los Angeles)

GENERAL HEALTH CARE SERVICES FOR INMATES (County of Orange)

STATE AUTHORIZED RISK OF ASSESSMENT TOOL FOR SEX OFFENDERS (County of Los Angeles)

MEDI-CAL ELIGIBILITY OF JUVENILE OFFENDERS (County of Alameda)

SHERIFF COURT-SECURITY SERVICES (County of Los Angeles)

SANTA ANA REGIONAL WATER PERMIT – ORANGE COUNTY (County of Orange and the Cities of Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Fountain Valley, Fullerton, Huntington Beach, Irvine, Lake Forest, Newport Beach, Placentia, Seal Beach and Villa Park)

MUNICIPAL REGIONAL STORMWATER PERMIT – SAN MATEO COUNTY (City of Brisbane)

MUNICIPAL REGIONAL STORMWATER PERMIT – ALAMEDA COUNTY (City of Alameda)

MUNICIPAL REGIONAL STORMWATER PERMIT – SANTA CLARA COUNTY (County of Santa Clara)

MUNICIPAL REGIONAL STORMWATER PERMIT –MUNICIPAL OPERATIONS (C.2)- CITY OF SAN JOSE (City of San Jose)

SANTA ANA REGIONAL WATER PERMIT – RIVERSIDE COUNTY (County of Riverside, and the Cities of Beaumont, Corona, Hemet, Lake Elsinore, Moreno Valley, Perris and San Jacinto)

POST ELECTION MANUAL TALLY (PEMT) (County of Santa Barbara)

SANTA ANA REGION WATER PERMIT – SAN BERNARDINO COUNTY (County of San Bernardino, and the Cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontona, Highland, Montclair, Ontario and Rancho Cucamonga)

SAN DIEGO REGION WATER PERMIT – ORANGE COUNTY (County of Orange and the Cities of Dana Point, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo and San Juan Capistrano)

LOS ANGELES REGION WATER PERMIT – VENTURA COUNTY (County of Ventura)

SAN DIEGO REGION WATER PERMIT – RIVERSIDE COUNTY (County of Riverside and the Cities of Murrieta, Temecula and Wildomar)

Exhibit "B" Provided by Consultant

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

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

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall

have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

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

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

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

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

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

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

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

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

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

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire

qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

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

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

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

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

**AGREEMENT FOR PROVISION OF
PROFESSIONAL CONSULTING SERVICES TO THE
CITY OF WINTERS**

This AGREEMENT is entered into on the 16th day of July, 2013, both by and between ak & company ("Consultant" for the purposes of this Agreement) and the City of Winters ("City" for the purposes of this Agreement).

PURPOSE:

Article XIII B of the State of California's Constitution allows local agencies to recover costs associated with provision of certain activities that have been mandated by the State. City has determined that provision of Consultant's services to prepare and file mandated cost reimbursement ("SB 90" for the purposes of this Agreement) claims is the most cost effective and efficient method to complete this process. Consultant has knowledge and experience in completion of the data collection, preparation and submission of SB 90 claims to the State of California. City agrees that Consultant will assist City in the preparation and submission of reimbursement claims involving these state mandated programs.

City and Consultant mutually agree to the following terms and conditions:

- 1) **Consultant's Professional Services.** Consultant will perform the following services:
 - a) Based upon City's timely provision of accurate and complete information, by February 18, 2014, prepare and submit FY 2012-2013 SB 90 Annual Claims to the State Controller's Office (SCO), according to the SCO FY 2012-13 Annual Claiming Instructions.
 - b) Based upon City's timely provision of accurate and complete information, by February 18, 2014, if necessary, prepare and submit SB 90 Amended Claims to the State Controller's Office.
 - c) Based upon written instruction from City and based upon City's timely provision of accurate and complete information, prepare and submit SB 90 New Claims according to Claiming Instructions issued during FY 2013-2014. New Claims are those with a claim due date other than February 18, 2014.

Consultant shall determine the method, details and means of preparing and filing SB 90 claims and agrees to perform the specific services listed in Exhibit A, for each category of claim.

- 2) **City's Duties.** City's duties under this Agreement are to cooperate with Consultant in the performance of this Agreement and perform the specific services listed in Exhibit B, within the timeframes specified.
- 3) **Exhibits.** Exhibits A and B are attached and incorporated as part of this Agreement.

- 4) **Term of Agreement.** This Agreement shall become effective immediately upon signing and continue in effect through September 30, 2014. This Agreement may be extended by mutual written consent of the parties for two consecutive one-year periods.
- 5) **Staff.** "Consultant" includes all staff required to complete performance of this Agreement's services. Services included in this Agreement will be completed by Consultant or under Consultant's supervision.
- 6) **Costs of Agreement and Method of Compensation – Annual, Amended and New Claims.** In exchange for Consultant's provision of the services in Items 1) a) and 1) b), City agrees to compensate Consultant in a Fixed Fee in the amount of three thousand dollars (\$3000). This fee will be paid in two equal installments: Fifty percent (50%) or \$1500 will be due and payable within 30 days of City's receipt of invoice following execution of the Agreement and fifty percent (50%) or \$1500 will be due and payable within 30 days of City's receipt of invoice following filing of Annual Claims. Any penalties incurred in Item 7) will be invoiced at this time.
- 7) **City's Provision of Staff and Data.** City agrees to designate a responsible staff member as its SB 90 Coordinator. Consultant will inform City's designated SB 90 Coordinator and department staff of the data and documentation necessary for timely claims submission. Consultant will presume that all data provided by City is correct and complete. City agrees to be fully responsible for the accuracy and timeliness of the data provided. City agrees there will be no Consultant liability for unfiled or late claims resulting from insufficient data or data not provided by the agreed upon deadlines.

City and Consultant agree that Consultant-requested data must be provided by City staff either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion. City agrees to pay Consultant an additional fee of \$250 per week or portion thereof for data received by Consultant after the agreed upon deadline.

All Annual Claims data requested must be provided to ak & company no later than **FRIDAY, NOVEMBER 8, 2013.**

- 8) **Third Party Obligations.** The only parties to this Agreement and entitled to enforce the terms of the Agreement are City and Consultant. No right or benefit, direct or indirect, is given to any third parties.
- 9) **Records and Inspections.** In accordance with State law, Consultant will maintain complete, accurate records concerning all matters covered under this Agreement. During normal business hours, City will have reasonable access to these records. A thirty (30) day written notice will be provided by City when it intends to inspect or audit these records. Prior to being granted such access, any City employee, consultant, subcontractor or agent will execute a non-disclosure agreement.

- 10) **Waiver of Submission of Claims.** Submission of claims pursuant to Items 1) a), 1) b), and 1) c) of this Agreement may be waived. If a waiver is exercised by either party, Consultant will be paid by City for all work completed prior to and until the waiver's date of effect. The amount paid will not exceed the dollar amount indicated in Items 6) or 7). In case of a waiver, Consultant will be paid based on the hours of work required to submit the claims that were completed prior to the effective date of the waiver. This time will be reimbursed at the rate of \$150 an hour, not to exceed the dollar amount in Items 6) or 7).
- a) **At Option of City.** Pursuant to a specific State Claiming Instruction, at City's discretion, City may instruct Consultant not to file a specific claim or claims. This instruction must be in writing and provided to Consultant at least thirty (30) days prior to the due date of the claim. The date Consultant receives City's written instruction will be the effective date of City's waiver.
- b) **At Option of Consultant.** At Consultant's discretion, Consultant may advise City of the reasons it does not intend to file a specific claim. The date Consultant mails its notification to City will be the effective date of Consultant's waiver. City will expect Consultant to file any pertinent claim that meets the minimum limit set by the State.
- 11) **No Waiver of Rights and Remedies.** In no event will any City payment to Consultant constitute a waiver by City of any breach of covenant or any default that may exist on the part of Consultant. Payment made by City while any such breach or default does not impair or prejudice any City right or remedy in respect to such breach or default.
- 12) **Consultant Audit Liability.** Consultant will presume that all statistical and financial data provided by City is correct and complete. Consultant will provide workpapers and records to State Controller's Office (SCO) auditors if an audit should occur. Any State disallowance of amounts paid to City under the claim or claims for whatever reason will be solely City's responsibility. If City so requests, Consultant will assist City in defending claims at the desk audit level, provided such a disallowance amounts to at least ten percent (10%). No contest by Consultant for reductions of less than 10 percent (10%) will be made. Preparation of Incorrect Reduction Claims is not included in any part of this Agreement. If travel is required, Consultant is to be reimbursed for travel expenses and mileage at the City's rate in effect at the time of the travel.
- 13) **Independent Contractor.** In performing the scope of services of this Agreement, City and Consultant agree that Consultant is an independent contractor with complete control of the work and manner in which it is performed. For no purposes are the Consultant or Consultant's employees considered agents or employees of the City.
- 14) **Insurance.** General liability, automobile and professional liability insurances will be maintained by Consultant.

- 15) **Limitation of Liability.** Consultant will not be liable for consequential, special, indirect, or punitive damages. For any reason whatsoever, foreseeable or not, will Consultant's liability exceed the total amount paid to Consultant under this Agreement.
- 16) **Changes.** If either City or Consultant requires changes in the scope of services included in this Agreement, they must be mutually agreed upon by and between City and Consultant. Any changes will be included in a written and duly executed amendment to this Agreement.
- 17) **Notices.** Under this Agreement, any signatures, reports, bills or notices required will be adequate if sent by either City or Consultant via postage paid USPS mail to the address noted below:

Contact Name: _____ **Title:** _____

Agency: _____

Address: _____

Phone #: _____ **Fax #:** _____

Email Address: _____

ak & company
3531 Kersey Lane, Suite M
Sacramento, CA 95864

Phone #: 916 972 1666
email: akcompany@um.att.com
Fax #: 916 972 1666

Any notices will be considered delivered after five (5) days of being deposited in a USPS mailbox.

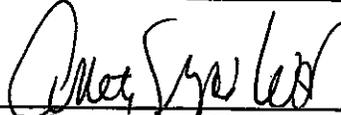
- 18) **Complete Agreement.** City and Consultant agree that this Agreement and any subsequent documents incorporated by specific reference contain all the terms and conditions previously agreed upon. No other agreements regarding this Agreement will bind either City or Consultant in any way.
- 19) **Severability.** If any portion, section, provision, part, or term of this Agreement are found to be in conflict with either a law of the United States of America or the State of California, or otherwise be unenforceable, the remaining portions, sections, provisions, parts or terms will be deemed severable and shall remain in full force and effect.
- 20) **Receipt of Agreement.** Consultant must receive a signed copy of this Agreement by **FRIDAY, JULY 19, 2013** to ensure that the data collection process can proceed in order to warrant that Annual Claims will be submitted in a timely fashion.
- 21) **Signature Authority.** The individual(s) signing this Agreement certify to the following:
 - a) He or she is authorized to sign this Agreement on behalf of City;
 - b) City has all approvals necessary to enter into this Agreement;
 - c) This Agreement is a valid, enforceable obligation of City upon execution.

THEREFORE, The City and the Consultant execute this Agreement as of the date below.

City: City of Winters

Consultant: ak & company

By: _____
(City Official)

By: 
Anita Kerezsi Worlow

Title: _____

Title: Principal

Date: _____

Date: 6/18/13

Taxpayer I.D. Number: 20-3180401

ATTEST:

By: _____
(City Official)

Title: _____

Date: _____

EXHIBIT A
SERVICES TO BE PERFORMED BY CONSULTANT

Annual and Amended Claims - Consultant will perform the following professional services:

- a. By February 18, 2014, prepare and submit FY 2012-2013 SB 90 Annual Claims to the State Controller's Office (SCO), according to the SCO FY 2012-2013 Annual Claiming Instructions, as specified in 1) (a).
- b. Prepare and submit amended SB 90 claims, as necessary, to the State Controller's Office (SCO), as specified in 1) (b).
- c. Schedule at least one site visit per year to discuss eligible programs with City's SB 90 Coordinator, and conduct meetings with individual departments affected by each reimbursable mandate program.
- d. Advise City staff regarding reliable and defensible types of source documentation.
- e. Establish a workable timeframe and plan for data to be collected by staff and submitted to Consultant in order to submit the City's claims prior to the SCO deadlines.
- f. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose to use either the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.
- g. Provided that City financial records are available and delivered to Consultant in a timely manner, Consultant will use relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO 10%.
- h. Complete all eligible claims and provide City with hard copies of the claims submitted.
- i. Deliver all signed claims to the SCO by specified deadlines.
- j. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of claims.
- k. Advise City of SCO issues associated with any SB 90 claims prepared and submitted by Consultant.
- l. If necessary, act as a Sacramento liaison with the SCO in desk reviews or field audits for claims that were prepared and submitted by Consultant.

EXHIBIT A
SERVICES TO BE PERFORMED BY CONSULTANT

New Claims – Consultant will perform the following professional services:

- a. Prepare and submit SB 90 New Claims to the State Controller's Office (SCO), according to the SCO issuance of New Claiming Instructions, as specified in 1) (c).
- b. Advise City staff regarding reliable and defensible types of source documentation.
- c. Establish a workable timeframe and plan for data to be collected by staff and submitted to Consultant in order to submit the claims prior to the SCO deadlines.
- d. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose to use either the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.
- e. Provided that City financial records are available and delivered to Consultant in a timely manner, Consultant will collect relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO 10%.
- f. Complete all eligible claims and provide City with hard copies of the claims submitted.
- g. Deliver all signed claims to the SCO by each new claim deadline.
- h. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of claims.

EXHIBIT B
CITY'S DUTIES

City's duties in performance of this Agreement:

- a. Return executed Agreement by Friday, July 19, 2013.
- b. Coordinate all site visits, monitor staff activities and work with Consultant to collect and obtain necessary records, data and documentation needed by Consultant to prepare and submit SB 90 claims to the State Controller's Office (SCO) by the required deadlines.
- c. Provide to Consultant all necessary data either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion.
- d. Ensure that Annual Claims data is provided in its entirety to Consultant no later than Friday, November 8, 2013.
- e. Return signed FAM-27 signature pages no later than five (5) working days before any filing deadline.
- f. Respond to Consultant inquiries regarding data collection within a reasonable timeframe.
- g. Ensure Consultant is paid within 30 days following City's receipt of an original invoice and acceptance by City of the materials, supplies and services provided by Consultant.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: John C. Wallace, City Attorney
SUBJECT: Morgan Estates - Acceptance of Offer of Dedication
Documentation Attached

RECOMMENDATION: Re-approval of Acceptance of Irrevocable Offer of Dedication

BACKGROUND: The City Council of the City of Winters approved the Morgan Estates Subdivision in October of 1988. Included in that subdivision approval were conditions, including the dedication of property and easement. The first dedication was for Putah Creek, for open space and recreational purposes, and dedication in fee (meaning the City owns it). The second dedication was for an easement, a setback easement, providing that no building or other structure can be placed on an area within 50 feet of the top of the bank. That particular provision reflects current state law anyway. The City staff hasn't been able to find a record of the acceptance, and the property owner of one of the lots has raised the issue. Under Government Code Section 7050, the City is allowed to accept these dedications at any time. There has been legislation on ocean-front properties dealing with dedications of easements for "public access," with 3 year limits for acceptance. Though it appears those limitations do not apply here, acceptance and recording of the acceptance (if it hasn't already taken place) is appropriate at this time.

FISCAL IMPACT: Staff time.

22163

Recording Requested By and
When Recorded, Return To:

Horizon S. VanDerBerghe
P O Box 667
Winters, CA 95694

JOHN BEHNARD
COUNTY RECORDER

88 OCT 17 PM 2:58

22163

OFFICIAL RECORDS
YUBA COUNTY

RECORD REQUESTED BY PLACER TITLE COMPANY *MC*

IRREVOCABLE OFFER OF DEDICATION

~~MORGAN ESTATES~~
J K M ASSOCIATES, a California General Partnership, does hereby irrevocably offer to dedicate and does hereby make an irrevocable offer of dedication, pursuant to Section 7050 of the California Government Code, to The City of Winters, a Municipal Corporation, the fee title to that certain real property located in the City of Winters, County of Yolo, State of California, as is described in Exhibit A attached hereto and incorporated herein by reference, and an ~~irrevocable offer of dedication for an easement for building set back line purposes over the area that certain property described in Exhibit A~~ attached hereto and incorporated herein by reference. It is understood and agreed that ~~no building or fence or other structure shall be placed within this area.~~

It is understood and agreed that the City of Winters shall incur no liability with respect to this offer and shall not assume any responsibility for the offered easement or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council of the City of Winters.

This offer shall not be construed so as to in any manner create any easements or other rights of any nature in or to any real property not specifically described in Exhibit A attached hereto, nor shall it be construed so as to in any manner create any easements or other rights of any nature for any purposes not expressly set forth herein.

DATED: 10-14, 1988.

MORGAN ESTATES, a California general partnership

By Monte A. Campbell

JKM ASSOCIATES, a general partnership, ~~MORGAN ESTATES~~

By John S. Calogeri

Monte A. Campbell

J. S. Calogeri

NOV 19 76 AM 155

Oct 1988

YILD ENGINERUNG & SURVEYORS, INC.

1401 LAND NE ALAMEDA / DAVIS ST. 723-2118 / WEST BAYVIEW RD. 273-1276
WEST OFFICE (415) 336-1 / 2218 PUNYA AVENUE
SAN FRANCISCO, CALIFORNIA 94133

Exhibit "A"

October 14, 1988

LAND TO BE IRREVOCABLE offered for dedication to the City of Winters for open space and recreational purposes as a condition of approval of Parcel Map No. 3701.

That portion of Lots 16, 17, 18 and 21 of Subdivision No. 3575 filed in Map Book 15, pages 9 and 10, Yolo County Records lying below the 117.0 foot contour as established by the bench mark on the brass disk in the monument box on Grant Street (Highway 128) located 64 feet, more or less, easterly of the Morgan Street intersection whose elevation is 128.43 feet.

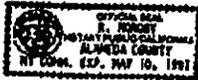
L E Jager
Lloyd E. Jager



STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.

On this 14th day of October, 1988, before me, a Notary Public in and for said County and State, personally appeared Kenneth H. Vandenberg

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that such partnership executed the same.



[Signature]
Notary's Signature

NOT 1976 REG 159

Form 986A — Partnership Acknowledgement

YOLO ENGINEERS & SURVEYORS, INC.

WOODLAND BL 161 4348 / DAVIS 11 789 8916 / 7514 PACIFIC HWY. 970-1630
POST OFFICE BOX 1204 / 1218 FORBES AVENUE
WOODLAND, CALIFORNIA 95698

October 17, 1988

EXHIBIT B

FIFTY FOOT SETBACK EASEMENT TO BE IRREVOCABLE offered for dedication to the City of Winters as a condition of approval of Parcel Map No. 3701.

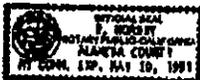
That portion of Lots 15, 17 and 18 of Subdivision No. 3575 filed in Map Book 15, pages 9 and 10, Yolo County Records lying above and 50 feet horizontally from the 112 foot centerline as appraised by the bench mark on the brass disk in the monument box on Grant Street (Highway 128) located 64 feet, more or less, easterly of the Morgan Street intersection whose elevation is 129.43 feet.



L E Jager
Lloyd E. Jager

STATE OF CALIFORNIA }
COUNTY OF AMADOR } ss.

On this 17th day of October, 1988, before me, a Notary Public in and for said County and State, personally appeared Robert W. Vandenberg, James E. Williams & Kenneth E. Williams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) that executed this instrument, on behalf of the partnership and acknowledged to me that such partnership executed the same.

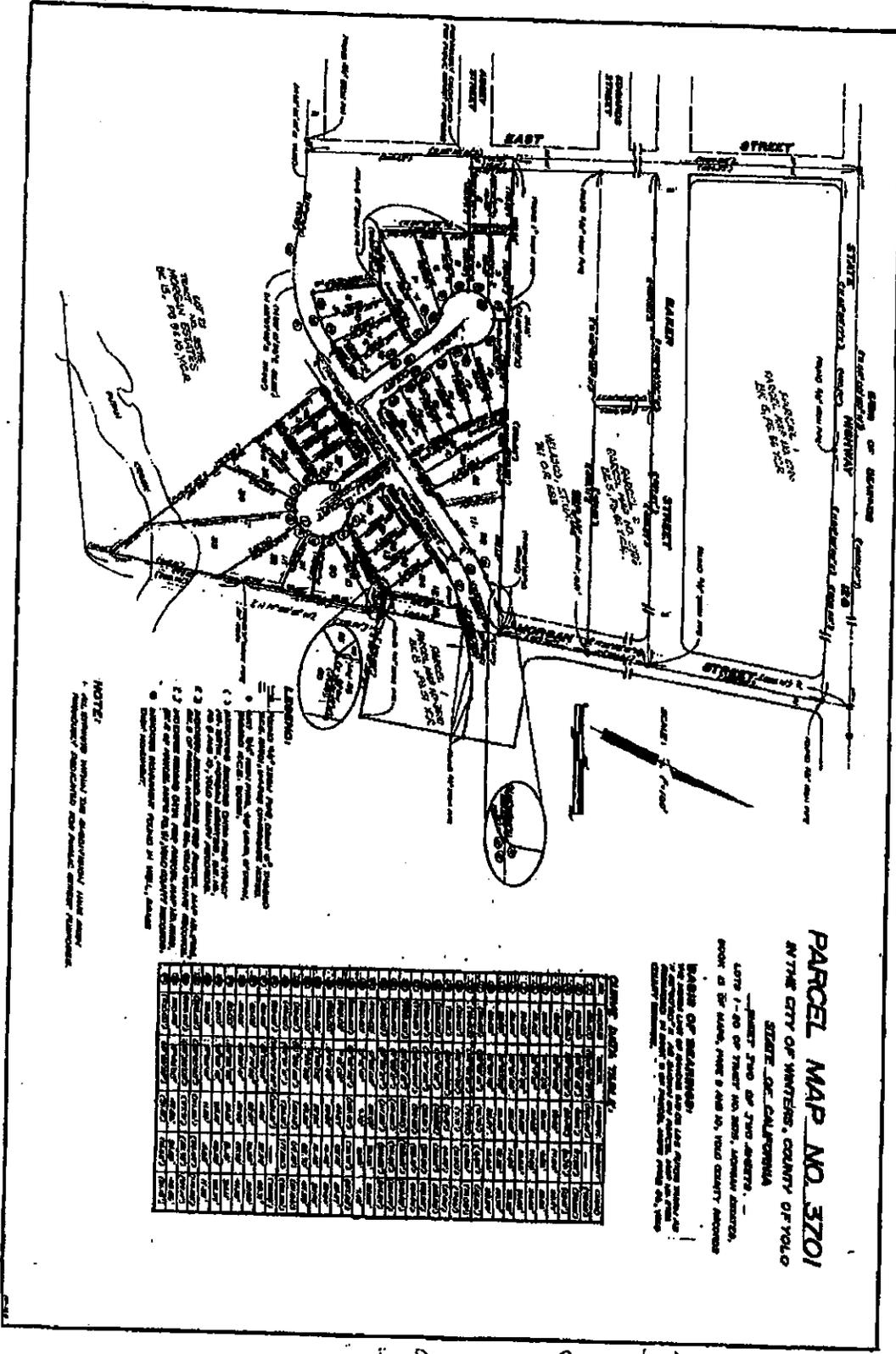


[Signature]
Notary's Signature

Form 988A — Partnership Acknowledgment

22163

BOOK 1976 PAGE 160



PARCEL MAP NO. 3701
 IN THE CITY OF WINTERS, COUNTY OF YOLO
 STATE OF CALIFORNIA

—TRACT 2ND OF TND ANGETTA—
 LOTS 1-40 OF TRACT NO. 222, ANGETTA AREA,
 BOOK 13 OF MAPS, PAGE 2 AND 10, YOLO COUNTY RECORDS

BASED UPON RECORDS:
 THE LOTS SHOWN ON THIS MAP ARE BASED UPON THE RECORDS OF THE COUNTY CLERK OF YOLO COUNTY, CALIFORNIA, SHOWING THE ORIGINAL GRANTS AND SUBSEQUENT TRANSFERS OF SAID LOTS.

CLUSTER AREA TABLE

LOT NO.	ACRES	OWNER	DATE
1	0.10	...	...
2	0.10	...	...
3	0.10	...	...
4	0.10	...	...
5	0.10	...	...
6	0.10	...	...
7	0.10	...	...
8	0.10	...	...
9	0.10	...	...
10	0.10	...	...
11	0.10	...	...
12	0.10	...	...
13	0.10	...	...
14	0.10	...	...
15	0.10	...	...
16	0.10	...	...
17	0.10	...	...
18	0.10	...	...
19	0.10	...	...
20	0.10	...	...
21	0.10	...	...
22	0.10	...	...
23	0.10	...	...
24	0.10	...	...
25	0.10	...	...
26	0.10	...	...
27	0.10	...	...
28	0.10	...	...
29	0.10	...	...
30	0.10	...	...
31	0.10	...	...
32	0.10	...	...
33	0.10	...	...
34	0.10	...	...
35	0.10	...	...
36	0.10	...	...
37	0.10	...	...
38	0.10	...	...
39	0.10	...	...
40	0.10	...	...

NOTES:
 1. THE LOTS SHOWN ON THIS MAP ARE BASED UPON THE RECORDS OF THE COUNTY CLERK OF YOLO COUNTY, CALIFORNIA, SHOWING THE ORIGINAL GRANTS AND SUBSEQUENT TRANSFERS OF SAID LOTS.
 2. THE LOTS SHOWN ON THIS MAP ARE BASED UPON THE RECORDS OF THE COUNTY CLERK OF YOLO COUNTY, CALIFORNIA, SHOWING THE ORIGINAL GRANTS AND SUBSEQUENT TRANSFERS OF SAID LOTS.
 3. THE LOTS SHOWN ON THIS MAP ARE BASED UPON THE RECORDS OF THE COUNTY CLERK OF YOLO COUNTY, CALIFORNIA, SHOWING THE ORIGINAL GRANTS AND SUBSEQUENT TRANSFERS OF SAID LOTS.
 4. THE LOTS SHOWN ON THIS MAP ARE BASED UPON THE RECORDS OF THE COUNTY CLERK OF YOLO COUNTY, CALIFORNIA, SHOWING THE ORIGINAL GRANTS AND SUBSEQUENT TRANSFERS OF SAID LOTS.
 5. THE LOTS SHOWN ON THIS MAP ARE BASED UPON THE RECORDS OF THE COUNTY CLERK OF YOLO COUNTY, CALIFORNIA, SHOWING THE ORIGINAL GRANTS AND SUBSEQUENT TRANSFERS OF SAID LOTS.

Owner: Lind 3/2/64



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: John C. Wallace, City Attorney
SUBJECT: 426 Cottage Circle – Acceptance of Offer by Buyer
(Guadalupe Arroyo)

RECOMMENDATION: Acceptance of Offer, authorize the City Manager, Mayor and City Clerk to execute documents necessary to complete sale.

BACKGROUND: This is part of a 30 unit subdivision with income restrictions and owner occupancy requirements. Acquired by the City at foreclosure, it is being resold to a qualified low-income buyer. The City issued an RFP for the services of a realtor, picked one, and she has found this qualified buyer. What is needed is Council authorization for the City Manager, Mayor and City Clerk to execute documents necessary to complete the sale. A motion is sufficient.

FISCAL IMPACT: Sale proceeds.



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached (C.A.R. Form RPA-CA, Revised 4/13)

Date May 3, 2013

1. OFFER:

A. THIS IS AN OFFER FROM Guadalupe Arroyo ("Buyer").

B. THE REAL PROPERTY TO BE ACQUIRED is described as 426 Cottage Cir., Winters, Ca. 95694, Assessor's Parcel No. 030-392-008-000, situated in Winters, County of Yolo, California, ("Property").

C. THE PURCHASE PRICE offered is One Hundred Ninety-Nine Thousand Dollars \$ 199,000.00

D. CLOSE OF ESCROW shall occur on _____ (date) (or 30 Days After Acceptance).

2. AGENCY:

A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker-representing Seller may also represent other sellers with competing properties of interest to this Buyer.

C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent M24 Co. (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.
Selling Agent Carrion Properties (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 2,000.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer, other _____ within 3 business days after acceptance (or Other _____);
OR (2) (if checked) Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to Placer Title. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or into Broker's trust account) within 3 business days after Acceptance (or Other _____).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance, or _____
If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is Delivered.

C. LOAN(S):
(1) FIRST LOAN: in the amount of \$ 192,035.00
This loan will be conventional financing or, if checked, FHA, VA, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(2) SECOND LOAN: in the amount of \$ _____
This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(3) FHAVA: For any FHA or VA loan specified above, Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless otherwise agreed in writing.

D. ADDITIONAL FINANCING TERMS: Seller to credit Buyer 1.5% of purchase price toward recurring and non recurring closing costs at close of Escrow.

E. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 4,965.00 to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 199,000.00

Buyer's Initials (GA) (_____)

Seller's Initials (_____) (_____)



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RPA-CA REVISED 4/13 (PAGE 1 OF 8)

Reviewed by _____ Date _____

Agent: Noe Solorio Phone: 530.383.1185 Fax: 530.796.3834 Prepared using zipForm® software
Broker: Carrion Properties 127 Carrion Court Suite A Winters, CA 95694

426 Cottage Cir.
Property Address: Winters, Ca. 95694

Date: May 3, 2013

G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)

H. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (if checked) the loan contingency shall remain in effect until the designated loans are funded.

(4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here, in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

(1) Buyer Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by _____ a registered structural pest control company.

(2) Buyer Seller shall pay to have septic or private sewage disposal systems inspected _____

(3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____

(4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____

(5) Buyer Seller shall pay for the following inspection or report _____

(6) Buyer Seller shall pay for the following inspection or report _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.

(2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. _____

C. ESCROW AND TITLE:

(1) Buyer Seller shall pay escrow fee 50/50
Escrow Holder shall be Placer Title Co.

(2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 12E 50/50
Owner's title policy to be issued by Placer Title
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

(1) Buyer Seller shall pay County transfer tax or fee _____

(2) Buyer Seller shall pay City transfer tax or fee _____

(3) Buyer Seller shall pay Homeowner's Association ("HOA") transfer fee _____

(4) Buyer Seller shall pay HOA document preparation fees _____

(5) Buyer Seller shall pay for any private transfer fee _____

(6) Buyer Seller shall pay the cost, not to exceed \$ 400.00 _____, of a one-year home warranty plan, issued by Seller's company of choice, with the following optional coverages:

Air Conditioner Pool/Spa Code and Permit upgrade Other: Heating

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

(7) Buyer Seller shall pay for _____

(8) Buyer Seller shall pay for _____

Buyer's Initials (G) (A)

Seller's Initials (_____) (_____)

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Reviewed by _____ Date _____



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 8)

Guadalupe Arroyo

426 Cottage Cir.

Property Address: Winters, Ca. 95694

Date: May 3, 2013

5. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or (_____ AM PM) on the date of Close Of Escrow; on _____ ; or no later than _____ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.
- C. Tenant-occupied property: (i) Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR (ii) (if checked) Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)

- D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Melio-Roos Community Facilities Act and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or SSD).
- (2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (4) If any disclosure or notice specified in 6A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- (5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- A. SELLER HAS: 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).
- B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

8. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (If checked) stove(s), refrigerator(s);

Buyer's Initials (GA) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Guadalupe Arroyo

426 Cottage Cir.
Property Address: Winters, Ca. 95694

Date: May 3, 2013

- (3) The following additional items:
(4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
(5) All items included shall be transferred free of liens and without Seller warranty.
- C. **ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and
9. **CONDITION OF PROPERTY:** Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
10. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning Inspector or government employee, unless required by Law.
B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
D. **Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Nonresponsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
11. **SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:**
A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:
 Seller Property Questionnaire (C.A.R. Form SPQ) OR Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
B. **Addenda (if checked):**
 Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA) Addendum # _____ (C.A.R. Form ADM)
 Purchase Agreement Addendum (C.A.R. Form PAA) Septic, Well and Property Monument Addendum (C.A.R. Form SWP)
 Short Sale Addendum (C.A.R. Form SSA) Other _____
C. **Advisories (if checked):**
 Probate Advisory (C.A.R. Form PAK) Buyer's Inspection Advisory (C.A.R. Form BIA)
 Trust Advisory (C.A.R. Form TA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 REO Advisory (C.A.R. Form REO)
D. **Other Terms:** _____
12. **TITLE AND VESTING:**
A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.
B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

Buyer's Initials (GA) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

RPA-CA REVISED 4/13 (PAGE 4 OF 8)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 8)



Guadalupe Arto

426 Cottage Cir.

Property Address: Winters, Ca. 95694

Date: May 3, 2013

13. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (if checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. SELLER HAS: 7 (or _____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 9A, 11A and B, and 12A. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.
- B. (1) BUYER HAS: 17 (or _____) Days After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and
 - (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.
- (2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) By the end of the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has 5 (or _____) Days After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) Continuation of Contingency: Even after the end of the time specified in 14B(1) and before Seller cancels, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 14C(1).

C. SELLER RIGHT TO CANCEL:

- (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
- (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3F; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25. In such event, Seller shall authorize return of Buyer's deposit.
- (3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).

F. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 9; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials (GA) (_____)

Seller's Initials (_____) (_____)

RPA-CA REVISED 4/13 (PAGE 5 OF 8)

Reviewed by _____ Date _____



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 8)

Guadalupe Arro

- 18. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 19. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 20. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 21. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
- 22. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
 - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - H. "Deliver", "Delivered" or "Delivery", means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8, regardless of the method used (i.e. messenger, mail, email, fax, other); OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
 - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
 - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 23. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- 24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
 - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
 - C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 23, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder, or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

Buyer's Initials (GA) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



25. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT (C.A.R. FORM RID).

Buyer's Initials GA / _____ Seller's Initials _____ / _____

26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials GA / _____ Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver nor violation of the mediation and arbitration provisions.
- (2) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

27. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

Buyer's Initials (GA) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



426 Cottage Cir.

Property Address: Winters, Ca. 95694

Date: May 3, 2013

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, AM PM, on _____, who is _____ by _____ (date)).

Date 5-2-13

Date _____

BUYER Guadalupe Arrovo
(Print name)

BUYER _____
(Print name)

(Address) 1106 Alameda Av Winters CA 95694

(Address) _____

30. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED:

Date _____

Date _____

SELLER _____

SELLER _____

(Print name)

(Print name)

(Address)

(Address)

(_____/_____)
(Initials)

CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (I) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (II) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Corrion Properties DRE Lic. # 00970701
 By Nea Solorio DRE Lic. # 01482514 Date 05/02/2013
 Address 127 Corrion Ct. Suite A City Winters State Ca. Zip 95694
 Telephone (530) 983-1185 Fax (530) 795-3834 E-mail neasolorio@sbcglobal.net

Real Estate Broker (Listing Firm) M2 Co. DRE Lic. # _____
 By _____ DRE Lic. # _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer number _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____
Broker or Designee _____ Date _____



REVISION DATE 4/13

Guadalupe Arro



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Street Closure Requests – Nature’s Theater

RECOMMENDATION:

Approve two Street Closure Requests on behalf of Nature’s Theater, who will be filming scenes from “The Kids From Planet Earth” under the direction of Jeff Falyn.

BACKGROUND:

The streets involved in these closures include Main Street from First Street to Second Street and First Street from Main Street to Abbey Street on the dates and times listed.

FISCAL IMPACT: Barricades may be provided by the Public Works Department.



City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: <u>JEFF FALYN</u>	Organization: <u>NATURE'S THEATER</u>
Address: <u>4046 CENTRAL LN.</u>	Mailing Address: <u>SAME</u>
Telephone: <u>(530) 795-1578</u>	Today's Date: <u>7/9/13</u>
Streets Requested: <u>MAIN STREET (FROM 1ST to the end of PIZZA FACTORY)</u>	
Date of Street Closure: <u>AUGUST 5TH</u> <u>AUGUST 6TH</u>	Time of Street Closure: <u>6:00a - 8:00PM</u> <u>6:00a - 9:00am</u>
Description of Activity: <u>FILMING SCENES, THE KIDS FROM PLANET EARTH</u>	
Services Requested of City: _____	
<p>APPROVED: _____ <i>Police Department</i> _____ <i>Public Works Department</i></p>	

City of Winters Request for Street Closure

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

JOHN PICKEREL John Pickerel
Victor Arechiga PCSmetro VICTOR Arechiga
Michael Berna Mikes Velo City Mike
Gary Bataglin Eagle Dunes
Gino Medati Pacific Hardware Gino
Elia Arce Elia Arce El Pueblo Meat Market



City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

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Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: <u>JEFF FALYN</u>	Organization: <u>NATURE'S THEATER</u>
Address: <u>4046 CENTRAL LN.</u>	Mailing Address: <u>SAME</u>
Telephone: <u>(530) 795-1578</u>	Today's Date: <u>7/9/13</u>
Streets Requested: <u>1st ST. { FROM 1st + MAIN to the first alley ON the E. side of ST. -- include 50 yds</u>	
Date of Street Closure: <u>AUGUST 8th</u> <u>AUGUST 7-9th</u>	Time of Street Closure: <u>9:00a-8:00p</u> <u>6:00a-8p</u>
Description of Activity: <u>FILMING SCENES FROM: THE KIDS FROM PLANET EARTH</u>	
Services Requested of City: _____	
APPROVED: _____ Police Department _____ Public Works Department	

into the Alley }



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: 2013 Water and Sewer Rate Increase

RECOMMENDATION:

Staff recommends the City Council

1. Hold a Public Hearing on the proposed increase in water and sewer rates.
2. Approve Resolution 2013-24 Amending Resolution 2009-02 Establishing Fees, Rates and Charges for Maintenance, Replacement and Repair of the City's Water and Sewer Systems.

BACKGROUND:

On May 21, 2013 staff submitted the results of the latest water and sewer rate analysis to the City Council and received authorization to proceed with the Proposition 218 noticing requirements to all property owners. Notices were mailed May 31, 2013 and the Public Hearing scheduled for July 16, 2013, the first City Council meeting after the end of the 45 day noticing period. As of July 8, 2013 we have received 10 written protests to the proposed rate changes. A workshop was held on July 11, 2013 for those interested property owners to learn more about the proposed rate increases and changes.

FISCAL IMPACT:

Adoption of Resolution 2013-24 will provide the revenues required for Water and Sewer Operation and Maintenance for the next 5 years.

RESOLUTION 2013-24

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING RESOLUTION 2009-02 ESTABLISHING FEES, RATES AND CHARGES FOR MAINTENANCE, REPLACEMENT AND REPAIR OF THE CITY'S WATER SYSTEM AND THE CITY'S SEWER SYSTEM

WHEREAS, The Municipal code of the City of Winters, Section 13-04-040 authorizes the City Council to adopt by resolution a schedule of charges and fees for the support of the City's Water System ; and

WHEREAS, The Municipal code of the City of Winters, Section 13.08.110H2 authorizes the City Council to adopt by resolution a schedule of charges and fees for the support of the City's Sewer System;; and

WHEREAS, on January 20, 2009 the City Council adopted Resolution 2009-02 amending the fees, rates and charges contained within Resolution 93-33. Said resolution also resolved that the rates would annually be increased in accordance with the cited methodology; and

WHEREAS, on January 20, 2009 the City Council adopted Resolution 2009-02 amending the fees, rates and charges contained within Resolution 95-15. Said resolution also resolved that the rates would annually be increased in accordance with the cited methodology; and

WHEREAS, the Water Operation and Maintenance Fund is not receiving adequate revenues for reasonable operations; and

WHEREAS, the Sewer Operation and Maintenance Fund is not receiving adequate revenues for reasonable operations; and

WHEREAS, the City Council of the City of Winters after duly studying and determining reasonable cost of operations, maintenance and repair and replacement of the water system and having duly deliberated thereon;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters does hereby amend Resolution 2009-02 with the Water Service Rates attached hereto as Exhibit A, and amends Resolution 2009-02 with the Sewer Service Rates attached hereto as Exhibit B, and incorporated herein as fully set forth.

PASSED AND ADOPTED by the City Council, City of Winters, this 16th day of July 2013 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

Exhibit A
City of Winters
Proposed Water Rates
Effective August 1, 2013

Customer Classes	Current Rates	Recommended Water Rates				
		FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
<i>Projected Increases in Rev. Regts.</i>		0.00%	0.00%	0.00%	0.00%	0.00%
Fixed Meter Charges (\$/mo.)						
3/4 inch	\$20.03	\$20.03	\$20.03	\$20.03	\$20.03	\$20.03
1 inch	\$30.06	\$31.01	\$31.01	\$31.01	\$31.01	\$31.01
1 1/2 inch	\$54.90	\$38.33	\$38.33	\$38.33	\$38.33	\$38.33
2 inch	\$107.63	\$74.93	\$74.93	\$74.93	\$74.93	\$74.93
3 inch	\$179.72	\$111.52	\$111.52	\$111.52	\$111.52	\$111.52
4 inch	\$304.38	\$148.12	\$148.12	\$148.12	\$148.12	\$148.12
6 inch	\$628.70	\$367.71	\$367.71	\$367.71	\$367.71	\$367.71
Commodity Charge (\$/hcf)						
Single-Family Residential						
Tier 1: 0-10 hcf	\$1.09	\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
Tier 2: 11-27 hcf	\$1.09	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65
Tier 3: 27+ hcf	\$1.09	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55
All Other Users	\$1.09	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47

Exhibit B
City of Winters
Proposed Sewer Rates
Effective February 1, 2009

Sewer Customer Classes	Current Rates	Recommended Sewer Rates				
		FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
<i>Projected Annual Increase in Revenue Reqs.</i>		0.00%	0.00%	0.00%	0.00%	0.00%
Single-Family Residential¹ - Flat Rates (FY 2013/14), Fixed/Volumetric Rates (After FY 2013-14)						
Flat/Fixed Monthly Charges, \$/mo.	\$54.21	\$59.98	\$29.99	\$29.99	\$29.99	\$29.99
Winter-Avg. Variable Charges, \$/ccf	N.A.	N.A.	\$3.25	\$3.25	\$3.25	\$3.25
Multi-Family Residential - Flat Rates²						
Flat Rate, \$/unit/mo.	\$30.93	\$43.45	\$43.45	\$43.45	\$43.45	\$43.45
Public Schools - Flat Rate³ (Total Bill)						
Fixed/Flat Rate, \$/mo.	\$292.33	\$782.71	\$782.71	\$782.71	\$782.71	\$782.71
Variable Charges, \$/ccf	\$1.37	N.A.	N.A.	N.A.	N.A.	N.A.
Non-Residential Classes⁴						
Fixed Charges, \$/mo.						
Church	N.A.	\$20.33	\$20.33	\$20.33	\$20.33	\$20.33
Municipal	\$32.82	\$65.82	\$65.82	\$65.82	\$65.82	\$65.82
Commercial I	\$15.01	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Commercial II - Low	\$61.21	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Commercial II - Medium	\$61.21	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Commercial II - High	\$61.21	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Industrial	N.A.	\$64.31	\$64.31	\$64.31	\$64.31	\$64.31
Volumetric Charges, \$/ccf (Based on Monthly Water Use)						
Church	N.A.	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47
Municipal	N.A.	\$0.62	\$0.62	\$0.62	\$0.62	\$0.62
Commercial I	\$1.76	\$1.93	\$1.93	\$1.93	\$1.93	\$1.93
Commercial II - Low	\$1.93	\$3.44	\$3.44	\$3.44	\$3.44	\$3.44
Commercial II - Medium	\$1.93	\$3.44	\$3.44	\$3.44	\$3.44	\$3.44
Commercial II - High	\$1.93	\$3.44	\$3.44	\$3.44	\$3.44	\$3.44
Industrial	N.A.	\$3.44	\$3.44	\$3.44	\$3.44	\$3.44

1. Recommended flat rates reflect average winter water use in first year, followed by fixed rates plus volumetric charges applied to average winter water use of individual customers beginning in FY 2014/15.

2. Recommended flat rates reflect the average winter water use for all multi-family units.

3. Recommended monthly flat rate is for all schools in the school district, and reflects average winter water use.

4. Recommended non-residential fixed charges collect various percentages of the revenue requirements; volumetric rates collect the remainder of the revenue requirements, and are based on monthly water use.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Wastewater Services Monthly Update

RECOMMENDATION: Receive Wastewater Services Monthly Report for June, 2013 from Severn Trent Services.

BACKGROUND: As part of the new contract with Severn Trent Services, formerly Southwest Water Company, Inc., their staff is presenting a monthly services report. The report contains details regarding daily rounds, tasks, call outs responded to, ongoing and completed projects and safety meetings.

FISCAL IMPACT: None

DAILY LOG:

- 6/01/13 Rounds and readings per checklist. Unclogged and cleaned Headworks.
- 6/02/13 Rounds and readings per checklist. Cleaned Headworks.
CALL OUT: 422 Abbey St. - Lateral
- 6/03/13 Rounds and readings per checklist. Unclogged, cleaned, and lubricated Headworks. Started irrigation to South Spray Field. Working on Monthly Log Reports and O&M manual. Switched irrigation to North Spray Field in pm.
- 6/04/13 Rounds and readings per checklist. Cleaned Headworks and washed down wet well. Picked up toolbox for new work truck in Woodland. Calibrate pH/DO meter and took weekly pond readings, collected influent/effluent compliance samples, and performed Settleable Solids test. BACTi sample collected: CL2 residual 6.2 ppm. Switched irrigation to South Spray Field; discharging from Pond #2. North Spray Field not operating properly/meter not recording flow. E. Lucero onsite installing security camera system. Working on STS transfer issues. Shut off South Spray Field in pm. Generator rounds.
- 6/05/13 Rounds and readings per checklist. Cleaned Headworks. North Spray Field on; Pump #1. City Staff meeting. Rotated South Spray Field lines and switched to South Field in pm. Working on IT transfer issues. Cleaned Headworks.
- 6/06/13 Rounds and readings per checklist. Cleaned Headworks. Stopped South Field irrigation. Storage Pond #3 empty; taken offline. Closed gate valve to Pond #3 and opened Pond #2 gate valve. Raised Pond #2 telescoping drain. Completed Action report. E. Lucero onsite installing security camera system. CALL OUT: 422 Abbey St. - Lateral
- 6/07/13 Rounds and readings per checklist. Cleaned Headworks. Changed flow charts at ERV and East St. lift stations. Started North Field Spray Field irrigation. Cleaned out Chevy Silverado work truck for replacement.
- 6/08/13 Rounds and readings per checklist. Cleaned Headworks.
- 6/09/13 Rounds and readings per checklist. Cleaned Headworks.
- 6/10/13 Rounds and readings per checklist. Cleaned Headworks and washed down wet well. Repairs completed on flail mower and placed on tractor. No. Field irrigation system repairs.

- 6/11/13 Rounds and readings per checklist. Cleaned Headworks. Calibrate pH/DO meter and took weekly pond readings, influent/effluent compliance samples, and Settleable Solids test. BACTi sample collected: CL2 residual 7.3 ppm. South Spray Field on; Pump #2. Adjusted CL pump stroke down to 40% stroke; both pumps. Cutting grass in So. Spray Field. City Staff Lunch Training: Heat Illness Prevention. Working on Monthly Log Report and IT issues. Working with E. Lucero on security camera installation. Emergency Generator failed to run during scheduled weekly test: Battery failure. Switched irrigation to North Spray Field in pm; Pump #1.
- 6/12/13 Rounds and readings per checklist. Unclogged and washed down Headworks. Turned off No. Field irrigation. Pacific Power onsite to replace dead batteries in emergency generator. Sent Monthly Log Report and Summary to City. Rotated lines and turned on So. Spray Field in pm. Working on IT issues. CALL OUT: 808 Lincoln St.
- 6/13/13 Rounds and readings per checklist. Cleaned Headworks. Turned off So. Field irrigation. Installed repaired aerator into Aeration Pond #2 with help of City crane truck. Broken aerator in Aeration Pond #1 picked up for repair by Turbo Machinery. Working on ATV service and Tractor tire repairs. CALL OUT: 808 Lincoln; resident issue
- 6/14/13 Rounds and readings per checklist. Cleaned Headworks. Rotated lines and started So. Field irrigation; pump #2. Hanging new STS signs, working on IT issues, and giving instructions on new policies and procedures. Change flow charts.
- 6/15/13 Rounds and readings per checklist. Cleaned Headworks.
- 6/16/13 Rounds and readings per checklist. Cleaned Headworks.
- 6/17/13 Rounds and readings per checklist. Cleaned Headworks. Set up Hydro-Jetter at chlorine shed eyewash station in preparation for chlorine delivery. Adjusted down CL pump #1 to 50% and began So. Field irrigation. Hanging STS signs at facility. Oil change on Ford F150 4x2. Working on East St. yard irrigation system repairs. Chlorine delivery: 1904 gals. Rotated lines and switched irrigation to No. Spray Field.
CALL OUTS: 422 Abbey - Lateral, 117 Baker - Lateral
- 6/18/13 Rounds and readings per checklist. Cleaned Headworks and wet well. Calibrate pH/DO meter and took weekly pond readings, collected influent/effluent compliance samples including monthly Standard Minerals/Standard Metals sample, and performed Settleable Solids test. BACTi sample collected: CL2 residual 8.8 ppm. JBN Electrical onsite to review needs for MCC upgrades. Cutting grass in So. Spray Field. Completed May SMR. Generator Rounds. Hanging STS signs and cleaning files. City Council Meeting.

- 6/19/13 Rounds and readings per checklist. Cleaned Headworks. No. Field irrigation on; pump #1. Working with OIT T. Vender to video lateral at 117 Baker St. City onsite to complete installation of security camera system at East St. office. Cutting grass at So. Spray Field. Applied STS decals to company vehicles. Switched irrigation to So. Field.
- 6/20/13 Rounds and readings per checklist. Rotated lines and began No. Field irrigation. North and South irrigation system repairs. May SMR sent to City. Cutting grass in So. Field. Switched irrigation to So. Field in pm.
- 6/21/13 Rounds and readings per checklist. Cleaned Headworks. Fueled Generator. Calibrate pH/DO meter and took weekly pond readings, influent/effluent compliance samples, and Settleable Solids test. BACTi sample collected – CL2 residual at 6.4 ppm. Adjusted Chlorine pumps 1 & 2 to 50% stroke. Switched irrigation to So. Field. Completed repairs to Bar Screen; will leave in bypass mode until Southwest has completed main line repairs. Refueled East St. emergency generator. Generator rounds. Working on 2012 Annual Report presentation/Summary, and invoices. City Council meeting.
- 6/22/13 Rounds and readings per checklist. Cleaned Headworks. Irrigated South Field approximately 1 hour.
- 6/23/13 Rounds and readings per checklist. Cleaned Headworks.
- 6/24/13 Rounds and readings per checklist. Cleaned Headworks. Deflated tailwater pond air bladders and opened gate G3 at Pond #4 to prepare for rain event. Cutting grass in So. Field. Working on invoices and June SMR. AT&T onsite for internet connection upgrade. Working on Employee Safety Orientation.
- 6/25/13 Rounds and readings per checklist. Cleaned Headworks and wet well. Tilling the So. Spray Field. Working on June log report, invoices, and remote SOP's. Generator rounds. Ford F150 4x2 broke down on way home; dropped off truck at Goodyear in Davis for heater core repairs.
- 6/26/13 Rounds and readings per checklist. Wash down Headworks and wet well. Tilling the So. Spray Field. Working on June log report and enclosed trailer purchase. Pacific Power onsite for annual service of emergency generator. Gave tour of facility to Rob Collison of Collison Engineering. Met with C. Scianna to review M&R purchases and invoices.
- 6/27/13 Rounds and readings per checklist. Wash down Headworks. Rotated lines and began So. Field irrigation. Closed gate G3 at Pond #4. Tilling So. Spray Field. Tractor tire to Pisani's for repair. Switched irrigation to No. Field in pm. JBN Electrical onsite.

- 6/28/13 Rounds and readings per checklist. Cleaned Headworks. Changed flow charts at East St. and ERV lift stations. Calibrate pH/DO meter and took weekly pond readings, influent/effluent compliance samples, and Settleable Solids test. BACTi sample collected – CL2 residual at 5.0 ppm. Picked up repaired work truck. Working on safety training. Switched irrigation to So. Field. P-Card and Expense account reports. Sent old laptop docking station to SWWC via FedEx. Shut off irrigation. Took chainsaw to Sterling May in Woodland.
- 6/29/13 Rounds and readings per checklist. Cleaned Headworks. JBN Electrical onsite to disconnect power from booster pumps at El Rio Villa lift station.
- 6/30/13 Rounds and readings per checklist. Cleaned Headworks. Lock at East St. yard not daisy-chained correctly; had to cut lock to enter facility.

SPILLS AND UNAUTHORIZED DISCHARGES: None

CALL OUTS (5):

- 6/02/13 422 Abbey Street - Lateral
6/06/13 422 Abbey Street - Lateral
6/12/13 808 Lincoln - Resident issue; internal
6/17/13 422 Abbey Street - Lateral, 117 Baker Street - Lateral

Safety Training:

6/21/13 – 6/28/13 Severn Trent Svcs. Safety Training Orientation and Procedures

Projects Completed:

- El Rio Villa Lift Station SOP
- Installed repaired aerator into Aeration Pond #2
- Security Camera Installation at East Street office.

July 2013 Goals:

- Lift Station #5 SOP
- Marking of sampling point locations at Ponds
- Begin removal of biosolids in Aeration Pond #1 and Aeration Pond #3.

Respectively submitted,

Jim Keating
Project Manager
Severn Trent Services



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : July 16, 2013

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

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

SUBJECT: Planning Commission Appointments

RECOMMENDATION:

Staff respectfully recommends that the City Council receive the Planning Commission Interview and Selection Committee's recommendation and select four (4) candidates to fill these vacancies due to term expirations.

BACKGROUND:

Effective July 1, 2013, Planning Commissioners Lisa Baker, Richard Kleeburg, Pierre Neu, and Joe Tramontana completed their four year terms, or the remainder of their appointment.

The City Clerk's office placed notices in the Winters Express to advise the public of these openings.

Following the advertising for the Planning Commission vacancies, the Interview and Selection Committee consisting of Council Member Cowan and Council Member Guelden reviewed the Applications of Interest submitted, held interviews, and are coming before Council tonight with their recommendation.

FISCAL IMPACT:

None



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2013
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: April 2013 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2012 through April 30, 2013.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July through April 2013. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract (GIC) for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters.

The investment report for the month of April 2013 reflects interest from all of the above accounts.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
Investment Earnings as of April 30, 2013

Fund	Description	Interest Earned Apr-13	Interest Earned Year to Date
101	GENERAL FUND	\$ 11	\$ 471
103	Community Center and Pool Fund	13	45
104	FIREWORKS FUND	3	9
105	SENIOR FUND		1
107	PARK MAINTENANCE FUND	2	7
113	2007 HOUSING TABS	794	2,742
201	FIRE PREVENTION FUND	1	2
208	FIRST TIME HOMEBUYER	59	204
212	FLOOD ASSESSMENT DISTRICT	3	9
221	GAS TAX FUND	130	466
251	TRAFFIC SAFETY	117	457
252	ASSET FORFEITURE	9	33
254	VEHICLE THEFT DETERRENT	46	145
278	NORTH BANK IMPROVEMENTS	13	125
287	AFTERSCHOOL DONATIONS		3
291	BEVERAGE RECYCLE GRANT	19	65
294	TRANSPORTATION/BUS	38	84
299	AFTER SHCOOL PROGRAM	102	352
321	EDBG 99-688	580	6,023
322	EDBG 96-405 CRADWICK	1,034	8,886
351	RLF HOUSING REHAB	206	739
352	RLF AFFORDABLE HOUSING	42	12,623
355	RLF SMALL BUSINESS	226	2,082
356	RLF HOME PROGRAM	52	181
411	STREET IMPACT FEE	439	1,603
412	STORM IMPACT FEE	112	390
413	PARKS & REC IMPACT FEE		660
414	POLICE IMPACT FEE	190	713
415	FIRE IMPACT FEE	190	663
416	GENERAL FACILITY IMPACT FEE	242	832
417	WATER IMPACT FEE	296	1,019
418	SEWER IMPACT FEE	136	731
419	FLOOD OVERLAY	159	504
421	GENERAL FUND CAPITAL	384	1,333
422	LANDFILL CAPITAL	143	504
424	PARKS & REC CAPITAL		12
427	EQUIPMENT REPLACEMENT FUND	95	348
429	SERVICE RESERVE	360	1,375
482	FLOOD CONTROL STUDY	1	3
492	RAJA STORM DRAIN	27	93
494	CARF	41	134
496	STROM DRAIN NON-FLOOD		1
501	GENERAL DEBT SERVICE	39	136
611	WATER O & M	284	727
612	WATER RESERVE	68	231
616	WATER CONSERVATION	6	22
617	WATER METER FUND	130	450
621	SEWER O & M	707	1,909
629	SEWER DEBT SERVICE FUND	42	93
773	2007 TABS	8	17
781	RDA LTD		20,674
821	WINTERS LIBRARY	38	131
831	SWIM TEAM	59	206
833	Festival De la Comunidad		2
846	Quilt Show	1	2
	Total Investment Earnings	<u>\$ 7,697</u>	<u>\$ 71,272</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 16, 2016
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: April 2013 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for April 2013.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review, due to the workload created by the dissolution of the redevelopment agency, staff has prepared a report for the period July 1, 2012 through April 30, 2013 and it is attached for Council review.

Items of note in the attached report are as follows:

General Fund

General Fund revenues are 60% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax was will has been received, and currently we have 52% of the budgeted amount, we will receive the balance of the Property Taxes in May 2013.
- The first installment of Property Tax in lieu of Sales Tax has been received and we have received 60% of budgeted revenues, we will receive the balance of the revenues in May 2013.
- The first installment t of Property Tax in lieu of VLF has been received and we have received 49% of the budgeted amount, we will receive the balance of the revenues in May 2013.

- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization, currently the receipts are 61% of the budgeted amount
- Municipal Services taxes are 77% of budget.
- Utility User Tax is 72% of budget. We receive the UUT approximately 1-3 months after the utilities are used.
- Building permit fees received are 84% of budget.
- General Fund expenditures are 81% of budget.

Other funds:

Fund 221 Gas Tax Fund: Gas Tax revenues are 66% of budgeted.

Fund 211 City Wide Assessment District, we have received the first installment from the county and revenues are 39% of budgeted, we will receive the balance of the assessment in May 2013 and then will transfer the needed subsidy from the General Fund to the City Wide Assessment District at June 30, 2013.

Fund 611 Water: Water fund revenues are 69% of budget and expenditures are 94% of budget.

Fund 621 Sewer: Sewer fund revenues are 78% of budget and expenditures are 71% of budget.

FISCAL IMPACT:

None

City of Winters
 Summary of Revenues
 July 1, 2012 Through April 30, 2013.

		% of Year Completed				83%
Fund	Fund Description	Budget 2012-2013	April Actual	Year to Date Actual YTD	Amount to be Received	% of Budget Received
101	General Fund	\$ 3,599,329	\$ 200,749	\$ 2,170,207	\$ 1,429,122	60%
103	Community Center and Pool Fund		13	45	-45	
104	Fireworks Fund	14,000	53	4,311	9,689	31%
105	Senior Fund			1	-1	
107	Park Maintenance					
107	Park Maintenance		2	7	-7	
113	2007 Housing TABS		794	2,742	-2,742	
201	Fire Prevention Grant		1	2	-2	
208	First Time Homebuyer In Lieu		59	204	-204	
211	City Wide Assessment	252,097		99,014	153,083	39%
212	Flood Assessment District	28	3	9	19	32%
221	Gas Tax	190,338	24,623	124,942	65,396	66%
231	State COPS AB1913	100,000		38,414	61,586	38%
233	Realignment		2	12,563	-12,563	
234	Distracted Driver Grant			4,309	-4,309	
251	Traffic Safety	6,800	467	8,776	-1,976	129%
252	Asset Forfeiture	52	9	445	-393	856%
254	Vehicle Theft Deterrent	185	46	18,145	-17,960	999%
262	Street Grants	183,256			183,256	
267	Grant Ave Improvement					
276	Putah Creek North Bank Improvem	1,301,354	326,061	1,465,277	-163,923	113%
287	After School Contributions			3	-3	
289	Dry Slough Bridge Grant			115,668	-115,668	
291	Beverage Recycling	5,100	19	65	5,035	1%
294	Transportation	301,911	38	214,698	87,213	71%
299	AfTer School Program	141,670	16,015	161,560	-19,890	114%
303	EEDBG Grant			14,302	-14,302	
304	2012 SACOG Grant			5,474	-5,474	
305	Grant Sidewalk	80,000		11,491	68,509	14%
313	STBG 96-1043 Housing & Public W	7,522			7,522	
321	EDBG 99-688 Buckhorn	19,580	1,450	14,503	5,077	74%
322	EDBG 96-405 Cradwick	5,548	1,720	20,320	-14,772	366%
351	RLF Housing Rehab		60,664	61,197	-61,197	
352	RLF Affordable Housing		42	17,388	-17,388	
355	RLF Small Business	34,113	4,409	34,776	-663	102%
356	RLF HOME Program	282	52	181	101	64%
411	Street Impact Fee	154,389	439	70,363	84,026	46%
412	Storm Drain Impact Fee	99,104	112	2,046	97,058	2%
413	Parks & Recreation Impact Fee	1,918		2,791	-873	146%
414	Public Safety Impact Fee	28,491	190	3,629	24,862	13%
415	Fire Impact Fee	57,062	190	6,029	51,033	11%
416	General Facilities Impact Fee	102,381	242	11,871	90,510	12%
417	Water Impact Fee	58,740	296	10,804	47,936	18%
418	Sewer Impact Fee	109,790	136	47,011	62,779	43%
419	Flood Fees		159	55,653	-55,653	
421	General Fund Capital	2,085	384	1,333	752	64%
422	Landfill Capital	820	143	504	316	61%
424	Parks & Recreation Capital	29		12	17	41%
427	Capital Equipment	151,874	95	201,414	-49,540	133%
429	Service Reserve Fund	2,163	360	1,375	788	64%
481	General Plan 1992	34,780		1,211	33,569	3%
482	Flood Control Study	5	1	3	2	60%
492	RAJA Storm Drain	246	27	93	153	38%
494	CARF	590	1,026	6,474	-5,884	999%
495	Monitoring Fee	34,780		1,211	33,569	3%
496	Storm Drain Non-Flood	1		1		100%
501	General Debt Service	212	39	136	76	64%
611	Water O & M	1,368,669	91,342	947,323	421,346	69%
612	Water Reserve	9,292	760	10,630	-1,338	114%
616	Water Conservation	12,000	6	22	11,978	
617	Water Meter Fund	82,716	1,467	64,535	18,181	78%
621	Sewer O & M	1,679,463	131,580	1,306,314	373,149	78%
629	Sewer Debt Service		42	93	-93	
771	RORF	1,706,722	286	663,589	1,043,133	39%
773	2007 TABS		8	17	-17	
781	RDA Long Term Debt			20,674	-20,674	
821	Winters Library	250	38	131	119	52%
831	Swim Team	62,300	59	26,066	36,234	42%
833	Festival de la Comunidad	6,401	3,446	7,897	-1,496	123%
846	Quilt Festival	1,000	1	444	556	44%
Total Revenues		\$ 12,011,438	\$ 870,165	\$ 8,092,738	\$ 3,918,700	67%

City of Winters
Fund Balances Report
Estimated Fund Balances as of April 30, 2013

Fund	Description	Audited		Current Year Expenditures	Transfers In/(Out)	Estimated Ending Fund Balance	Change From 6/30/2012
		Fund Balances 30-Jun-12	Current Year Revenues				
101	General Fund	\$ 1,172,270	\$ 2,135,953	\$ 3,061,437	\$ 34,254	\$ 281,040	\$ (876,009)
103	Community Center and Pool	18,449	45	-	-	18,494	45
104	Fireworks Fund	(502)	4,311	5,000	-	(1,191)	(689)
105	Senior Fund	703	1	283	-	421	(282)
107	City Park Maintenance	2,694	7	-	-	2,701	7
109	Housing Successor Trust	(4,190,123)	-	-	-	(4,190,123)	-
110	Housing Successor	(214,030)	-	2,526	-	(216,556)	(2,526)
113	2007 Housing TABS	1,264,185	2,742	-	-	1,266,927	2,742
201	Fire Prevention Grant	1,058	2	206	-	854	(204)
208	First Time Homebuyer	84,153	204	-	-	84,357	204
211	City Wide Assessment	(2,794)	99,014	221,530	-	(125,310)	(122,359)
212	Flood Assessment District	3,815	9	-	-	3,824	9
221	Gas Tax	211,583	124,942	125,541	-	210,984	(555)
231	State COPS 1913	(52,760)	38,414	60,243	-	(74,589)	(21,829)
233	Realignment Funds	2,229	12,563	2,278	-	12,514	10,285
234	Distracted Driver Grant	-	4,309	9,554	-	(5,245)	(5,245)
249	Homeland Grant	-	-	1,385	-	(1,385)	(1,385)
251	Traffic Safty	232,142	8,776	69,470	-	171,448	(60,694)
252	Asset Forfeiture	14,312	445	1,555	-	13,202	(72)
254	Vehicle Theft Deterrent	48,634	18,145	-	-	66,779	18,145
276	Putah Creek North Bank Imp	(269,335)	1,075,576	1,216,626	389,701	(20,684)	249,853
278	Prop 84 Park	(11,015)	-	81,538	-	(92,553)	(81,538)
287	After School Program Contr	2,187	3	1,652	-	538	(1,649)
289	Dry Slough Bridge	(1,446)	115,668	144,504	-	(30,282)	(28,836)
291	Beverage Recycling Grant	28,378	65	4,325	-	24,118	(4,260)
294	Transportation	131,122	214,698	194,045	(285)	151,490	28,077
299	After School Program	122,555	161,560	111,342	-	172,773	50,218
303	EECBG Grant	(14,302)	14,302	-	-	-	14,302
304	2012 SACOG Grant	-	5,474	5,474	-	-	-
305	Community Pedestrian Grant	(17,067)	11,206	(5,576)	285	-	17,067
313	STBG-96-1043 Housing and P	(29,070)	-	-	-	(29,070)	-
318	10-STBG-6745 Grant	-	-	31,004	-	(31,004)	(31,004)
319	CDBG Park Grant	(261)	-	-	-	(261)	-
321	EDBG 99-688 Buckhorn	-	14,503	-	(14,503)	-	-
322	EDBG 96-405 Cradwick	-	20,320	4,650	(15,670)	-	-
351	RLF Housing Rehabilitation	333,359	27,115	26,376	34,082	368,180	34,821
352	RLF Affordable Housing	64,307	17,388	17,388	(64,226)	17,469	(46,838)
355	RLF Small Business	55,414	8,713	4,110	26,063	86,080	30,666
356	RLF HOME Program	74,796	181	-	-	74,977	181
381	Cal Fire Grant	-	-	7,279	-	(7,279)	(7,040)
411	Street Impact Fee	759,820	70,363	105,296	-	724,887	(34,933)
412	Storm Drain Impact Fee	192,583	2,046	4,173	-	190,456	(2,127)
413	Parks & Recreation Impact	384,370	2,791	4,173	(382,987)	1	(384,369)
414	Public Safty Impact Fee	307,263	3,629	38,701	-	272,191	(35,072)
415	Fire Impact Fee	277,614	6,029	11,016	-	272,627	(4,987)
416	General Facilities Impact	339,658	11,871	4,173	-	347,356	7,698
417	Water Impact Fee	647,369	10,804	233,482	-	424,691	(222,678)
418	Sewer Impact Fee	17,542	47,011	285,751	-	(221,198)	(238,740)
419	Flood Control Fee	173,283	55,653	-	-	228,936	55,653
421	General Fund Capital	549,943	1,333	-	-	551,276	1,333
422	Landfill Capital	212,591	504	7,435	-	205,660	(6,931)
424	Parks and Recreation Capit	6,702	12	-	(6,713)	1	(6,701)
427	Equipment Replacement Fund	368,406	11,100	67,854	190,314	501,966	133,560
429	Service Reserve Fund	1,001,171	1,375	-	-	1,002,546	1,375
481	General Plan 1992	211,759	-	-	1,211	212,970	1,211
482	Flood Control Study	(123,708)	3	-	-	(123,705)	3
492	RAJA Storm Drain	28,796	93	-	-	28,889	93
494	CARF	54,044	6,474	-	-	60,518	6,474
495	Monitoring Fee	-	1,211	-	(1,211)	-	-
496	Storm Drain Non-Flood	233	1	-	-	234	1
501	General Debt Service	55,968	136	-	-	56,104	136
611	Water O & M	5,912,456	947,323	1,055,031	(98,584)	5,706,164	(206,134)
612	Water Reserve	97,908	10,630	-	-	108,538	10,630
615	2007 Water Bonds	189,497	-	-	-	189,497	-
616	Water Conservation	21,071	22	364	-	20,729	(286)
617	Water Meter Fund	191,690	64,535	3,432	-	252,793	61,103
619	Water Debt Service Fund	(3,376,734)	-	-	-	(3,376,734)	-
621	Sewer O & M	4,904,407	1,306,314	1,287,908	(91,730)	4,831,083	(73,235)
626	2007 Sewer Bonds	1,971,990	-	1,231,787	-	740,203	(767,261)
629	Sewer Debt Service	(3,935,540)	93	-	-	(3,935,447)	93
651	-	-	-	100	-	(100)	-
652	-	-	-	3,378	-	(3,378)	-
771	RORF	(11,582,674)	642,925	1,586,607	20,664	(12,505,692)	(923,018)
772	RDA Trust	12,358,585	-	-	-	12,358,585	-
773	2007 TABS	7,972	17	(3,324)	-	11,313	3,341
781	RDA Long Term Debt	521,472	20,674	-	(20,664)	521,482	10
821	Winters Library	53,857	131	-	-	53,988	131
831	Winters Library	84,631	26,066	26,160	-	84,537	(94)
832	Master Swim Program	-	-	(1)	-	1	1
833	Festival de La Comunidad	2,405	7,897	7,475	-	2,827	422
846	Quilt Festival	434	444	474	-	404	(30)
911	General Fixed Assets	22,380,872	-	-	0	22,380,872	-
Totals		\$ 34,335,346	\$ 7,396,164	\$ 11,349,802	\$ 1	\$ 30,381,709	\$ (3,459,720)

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of April 30, 2013

Fund	Description	Balalance	Balance
		6/30/2012	4/30/2013
101	General Fund	\$ 1,029,011	\$ 368,292
103	Community Center and Pool Fund	18,433	18,494
104	Fireworks Fund	(502)	(1,191)
105	Senior Fund	702	421
107	Park Maintenance	2,691	2,700
110	Housing Successor Agency	(214,879)	(217,404)
113	Housing 2007 Tabs	1,136,886	1,139,628
201	Fire Prevention Grant	1,057	854
208	First Time Homebuyer	84,079	84,357
211	City Wide Assessment	(14)	(120,818)
212	Flood Assessment District	3,812	3,824
221	Gas Tax	189,891	213,934
231	State COPS 1913	(52,760)	(74,589)
233	Realignment	2,227	12,514
234	Distracted Driver Grant		(5,245)
249	Homeland Grant		(1,385)
251	Traffic Safety	223,854	171,448
252	Asset Forfeiture	14,299	14,239
254	Vehicle Theft Deterrent	48,591	66,779
276	North Bank Putah Creek Project	(343,975)	(162,882)
278	Prop 84 Park Grant	(8,308)	(75,032)
287	After School Contributions	2,185	538
289	Dry Slough Bridge	(1,446)	(20,264)
291	Beverage Recycling Fund	28,249	27,662
294	Transportation(Including Bus Service	47,495	163,168
299	After School Program	124,035	143,719
303	EECBG Grant	(2,100)	
305	Community Pedestrian Grant	(14,492)	
318	10-STBG 6745 Grant		(23,122)
319	CD8G Park Grant	(261)	(261)
351	RLF Housing Rehab	321,430	356,537
352	RLF First Time Homebuyer	46,838	42
355	RLF Small Business	55,365	86,584
356	RLF-HOME Program	74,730	74,978
381	Cal Fire Grant		(2,378)
411	Street Impact Fee	900,924	630,944
412	Storm Impact Fee	162,438	160,455
413	Parks and Recreation Impact Fee	384,029	
414	Police Impact Fee	307,240	272,441
415	Fire Impact Fee	277,368	272,628
416	General Facilities Impact Fee	339,356	347,355
417	Water Impact Fee	714,198	424,691
418	Sewer Impact Fee	433,714	195,360
419	Flood Fee	173,129	228,935
421	General Fund Capital	549,455	551,276
422	Landfill Capital	212,402	205,659
424	Parks and Recreation Capital	6,696	
427	Capital Equipment Fund	112,288	313,966
429	Service Reserve	636,063	562,927
481	General Plan 1992 Study	(490,143)	(488,932)
482	Flood Control Study	1,291	1,295
492	RAJA Storm Drain	38,351	38,478
494	Capitil Asset Recovery Fee	53,996	60,518
496	Storm Drain Non-Flood	233	234
501	General Debt Service	55,918	56,104
611	Water O & M	766,542	633,086
612	Water Reserve	94,192	104,696
615	07 Water Bonds	(115,235)	100
616	Water Conservation	21,063	20,808
617	Water Meter	185,619	247,138
621	Sewer O & M	1,607,114	1,572,169
626	07 Sewer Bonds	(548,260)	(487,546)
629	Sewer Debt Service	60,868	60,961
651	Central Services	21,003	6,427
652	Central Service w PD & FD		11,773
771	RORF	1,184,218	181,324
773	2007 TABS	9,520	11,313
781	Successor RDA LTD	11,311	11,320
821	Winters Library	53,809	53,988
831	Swim Team	88,482	84,537
832	Masters Swim Program		1
833	Festival de la Comunidad	2,403	2,827
846	Quilt Festival	522	404
	Total Cash	\$ 11,129,240	\$ 8,595,802

City of Winters
Summary of Expenditures
July 1, 2012 Through April 30, 2013

		% of Year Completed				83%
Fund	Fund Description	Budget 2012-2013	April Actuals	Year to Date Actuals	Unspent Budget	% of Budget Spent
101	General Fund Expenditures by Department					
110	City Council	\$ 7,668	\$ 86	\$ 2,472	\$ 5,196	32%
120	City Clerk	16,909	702	16,723	186	99%
130	City Treasurer	338	27	296	42	88%
160	City Manager	30,292	5,002	50,465	-20,173	167%
161	Economic Development & Housing	16,906	-82,784	92,125	-75,219	545%
163	Rogers Building			1,247	-1,247	
170	Administrative Services	179,813	18,573	162,677	17,136	90%
180	Finance	3,765	461	3,237	528	86%
210	Police Department	2,000,843	168,879	1,651,343	355,375	82%
310	Fire Department	771,435	98,156	595,667	183,710	76%
410	Community Development	152,925	12,093	72,628	80,297	47%
420	Building Inspections	158,068	9,957	130,826	27,242	83%
610	Public Works-Administration	254,757	16,468	168,905	87,257	66%
710	Recreation	6,500	185	7,822	-1,322	120%
720	Community Center	74,611	6,545	59,524	15,087	80%
730	Swimming Pool	71,008	5,387	45,480	25,528	64%
	Total General Fund Expenditure	\$ 3,745,838	\$ 259,737	\$ 3,061,437	\$ 699,623	81%
104	Fireworks Fund	14,000	5,000	5,000	9,000	36%
105	Senior Fund			283	-283	
110	Housing Successor Agency		84,522	2,526	-2,526	
201	Fire Prevention Grant	500		206	294	41%
211	City Wide Assessment	254,768	18,991	221,530	33,395	87%
221	Gas Tax Fund	216,371	9,802	125,541	90,874	58%
231	State COPS 1913	73,656	7,415	60,243	13,413	82%
233	Realignment			2,278	-2,278	
234	Distracted Driver Grant			9,554	-9,554	
249	Homeland Grant			1,385	-1,385	
251	Traffic Safety	92,270		69,470	22,800	75%
252	Asset Forfeiture	4,500		1,555	3,983	11%
262	Street Grants	183,256			183,256	
276	Putah Creek North Bank Improvem	2,188,027	4,515	1,216,626	972,603	56%
278	Prop 84 Park Grant	858,320	936	81,538	776,782	10%
287	Afterschool Donations			1,652	-1,652	
289	Dry Slough Bridge	159,165		144,504	14,661	91%
291	Beverage Recycling Grant	10,000		4,325	5,675	43%
294	Transportation	373,530	29,326	194,330	186,909	50%
299	After School Program	143,624	16,344	111,342	32,282	78%
304	2012 SACOG GRANT			5,474	-5,474	
305	Community Pedestrian Grant	77,414		-5,576	82,990	-7%
313	STBG 96-1043 Housing & Public W	7,522			7,522	
318	10-STBG-6745 OV Park Grant		77	31,004	-31,004	
321	EDBG 99-688 Buckhorn	19,580	1,450	14,503	5,077	74%
322	EDBG 405-Cradwick	5,548	1,720	20,320	-14,772	366%
351	RLF Housing Rehab			26,376	-26,376	
352	RLF Affordable Housing			64,226	-64,226	
355	RLF Small Business			4,110	-4,110	
381	CAL Fire Grant			7,279	-7,040	
411	Street Impact Fee	443,999	1,058	105,296	338,703	24%
412	Storm Drain Impact Fee			4,173	-4,173	
413	Park & Recreation Impact Fee	626,960		387,161	239,799	62%
414	Public Safety Impact Fee	54,000		38,701	15,299	72%
415	Fire Impact Fee			11,016	-11,016	
416	General Facility Impact Fee			4,173	-4,173	
417	Water Impact Fee	429,309		233,482	195,827	54%
418	Sewer Impact Fee	493,672		285,751	207,921	58%
422	Landfill Capital	16,500		7,435	9,065	45%
424	Parks & Recreation Captial			6,713	-6,713	
427	Equipment Replacement Fund	74,013	1,685	67,854	6,159	92%
429	Service Reserve	34,187			34,187	
494	CARF	2,500			2,500	
495	Monitoring Fee			1,211	-1,211	
611	Water O & M	1,233,348	77,594	1,153,615	79,891	94%
616	Water Conservation Fund	12,600	23	364	12,292	2%
617	Water Meter Fund	5,000		3,432	1,568	69%
621	Sewer O & M	1,930,817	88,895	1,379,638	551,268	71%
626	2007 Sewer Bond		21,898	1,231,787	-767,261	
651	Central Service Overhead	155,274	-1,847	100	155,274	
652	Equipment Fund	419,875	-445	3,378	419,875	
771	RORF		35,856	1,586,607	-1,586,607	
773	2007 TABS			-3,324	3,324	
781	RDA Long Term Debt			20,664	-20,664	
821	Winters Library	25,000			25,000	
831	Swim Team	67,715		26,160	41,555	39%
832	Masters Swim Program			-1	1	
833	Festival de la Comunidad	7,000		7,475	-475	107%
846	Quilt Festival	750		474	276	63%
	Total Expenditures	\$ 14,460,408	\$ 725,010	\$ 12,046,377	\$ 2,907,950	80%

City of Winters
General Fund Revenue Summary
July 1, 2012 through April 30, 2013

		% of Year Completed			83%
G/L Code	Account Description	Budget 2012-2013	April Actual	Year to Date Actual	Actual/ Budget %
101-41101	Property Tax	649,948		335,466	52%
101-41102	Property Tax in Lieu of Sales Tax	117,672		71,010	60%
101-41103	Property Tax in Lieu of VLF	449,636		222,232	49%
101-41401	Sales & Use Tax	356,837	19,500	219,102	61%
101-41402	Prop 172	44,352		19,275	43%
101-41403	Franchise Fee	201,417	75,018	174,364	87%
101-41404	Property Transfer Tax	10,000		6,150	62%
101-41405	Utility Tax	736,000	44,290	532,038	72%
101-41406	Municiple Services Tax	320,000	24,740	246,840	77%
101-41408	TOT Tax	4,500	1,589	6,339	141%
101-41407	Business Licenses	24,000	1,629	21,829	91%
101-46102	Building Permits	40,000	5,638	33,563	84%
101-46103	Encroachment Permit	1,200	645	3,560	297%
101-46104	Other Licenses & Permits	30,000	10,241	36,570	122%
101-41507	Motor Vehicle in Lieu	6,500			0%
101-41508	Motor Vehicle Licensing Fee-ERAF			3,639	
101-41509	Homeowners Property Tax Relief	16,300		7,352	45%
101-48106	Post Reimbursement	5,000	823	3,724	74%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	50	2	244	488%
101-42103	Plan Check Fees	15,000	1,266	22,264	148%
101-42104	Planning Application Fees		450	1,950	
101-42107	Project Monitoring Fees	500	99	2,723	545%
101-42108	Police Reports	500	41	544	109%
101-42109	Fingerprint Fees	3,500	353	4,493	128%
101-42111	Towing/DUI Reimbursement	1,500	25	368	25%
101-42112	Ticket Sign Off Fees	250	20	715	286%
101-42201	Recreation Fees	3,000		1,140	38%
101-42205	Basketball Revenues	5,800		6,570	113%
101-42211	Pool Ticket Sales	6,100		2,346	38%
101-42213	Pool Proceeds	600		675	113%
101-42212	Pool Concession Stand Revenues	4,500	300	2,980	66%
101-42215	Swim Passes	6,000		1,882	31%
101-42216	Swim Lessons	11,000	260	6,125	56%
101-42217	Water Aerobics Fees	150		68	45%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	210	1,849	132%
101-42303	Community Center Rental	12,500	1,300	15,449	124%
101-42304	Community Center Insurance Collected		173	913	
101-42308	Ambulance Service Charge	7,500	375	6,289	84%
101-44101	Rents/Leases Revenues	38,500	7,776	55,076	143%
101-43151	Fire District Payments	220,329			0%
101-44102	Interest Earnings	3,000	11	471	16%
101-46106	Reinspect Fee			53	
101-48105	Cal Ema Grant	3,000			0%
101-49101	Contributions	67,416	8,661	38,038	56%
101-49102	Reimbursements/Refunds		-1,958	8,313	
101-49104	Miscellaneous Revenues	26,000	-2,465	11,141	43%
101-49106	Cash Over/Short		200	193	
101-49107	Restitution-T. Martin			26	
101-49999	Interfund Operating Transfer	129,372		34,254	26%
	Total General Fund Revenues	3,588,829	201,212	2,170,205	60%