



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, May 19, 2015

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Woody Fridae, Mayor Pro-Tempore
Harold Anderson
Wade Cowan
Pierre Neu*

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

5:30 p.m. – Executive Session

AGENDA

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

Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators - Labor Negotiator John W. Donlevy, Jr., City Manager and Nanci G. Mills, Director of Administrative Services

- Sergeant's Association

6:30 p.m. – Regular Session

AGENDA (pp. 1-4)

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, May 5, 2015 (pp. 5-7)
- B. Appropriation Limit for Fiscal Year 2015-2016 (pp. 8-14)
- C. Resolution 2015-22, a Resolution of the City Council of the City of Winters Regarding a Claim of Transportation Development Act Funding for 2015-2016 (pp. 15-25)
- D. Upgrades and Repairs for Wastewater Lift Stations and East Street Pump Station (pp. 26-39)
- E. Adoption of Resolution 2015-19, a Resolution of the City Council of the City of Winters Regarding Weed Abatement (pp. 40-43)
- F. Resolution 2015-21, a Resolution Adopting the Memorandum of Understanding (MOU) for the City of Winters Sergeant's Association (pp. 44) (Resolution Under Separate Cover)

PRESENTATIONS

Al Calderone, ARC Guitar

Annual Winters Police Department Report – Chief Sergio Gutierrez

DISCUSSION ITEMS

1. Presentation of Transition of Building Division and the Authorization of a New Building Permit Technician Position (pp. 45-47)
2. Request for Extension of the Exclusive Negotiation Agreement with Urban Community Partners for the Development of a Commercial Project on the City-Owned Property Located on the Corner of Railroad Avenue and East Main Street (APN# 003 224 001) (pp. 48-65)
3. CalPERS Rates Update (pp. 66-74)

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

- 1.
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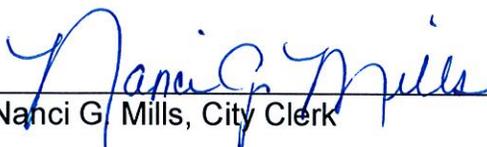
CITY MANAGER REPORT

INFORMATION ONLY

1. March 2015 Investment Report (pp. 75-76)
2. March 2015 Treasurer Report (pp. 77-83)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the May 19, 2015 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on May 13, 2015, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on May 5, 2015

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

Present: Council Members Harold Anderson, Wade Cowan, Pierre Neu, Mayor Cecilia Aguiar-Curry
Absent: Council Member Fridae
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, and Building Official Gene Ashdown.

Gene Ashdown led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Anderson, second by Council Member Neu to approve the agenda. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 21, 2015
- B. Resolution 2015-16, a Resolution of the City Council of the City of Winters, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City-Wide Maintenance Assessment District, Fiscal Year 2015/2016
- C. Resolution 2015-17, a Resolution of the City Council of the City of Winters Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its' Intention to Levy and Collect Annual Assessments and Provide Notice

- of Hearings Thereof for the City-Wide Maintenance Assessment District,
Fiscal Year 2015/2016
- D. Award Contract for Railroad Ave Bridge Replacement at Dry Slough
Project

City Manager Donlevy gave an overview. Motion by Council Member Cowan, second
by Council Member Anderson to approve the Consent Calendar. Motion carried with
the following vote:

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

PRESENTATIONS

Mayor Aguiar-Curry presented a Proclamation to Mariko Yamada in recognition for her
dedication and continued public service. Mariko said she has served with many you in
different capacities and thanked everyone for the proclamation. Council Member
Anderson thanked Mariko for wishing a happy birthday to the centurions.

DISCUSSION ITEMS

1. None
-

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

1. None
-

CITY MANAGER REPORT: The superintendent recruitment has begun for an interim
superintendent for the next school year. The car bridge project will require some street
closures and Council Member Anderson asked about notifying the merchants. John
has already spoken to Preserve and Edmund Lis and will talk to the rest of the
neighbors. Council Member Anderson said to keep the bike shop informed. John said
the roadway will be ready for driving following the closure. The bridge pour is
scheduled for Friday, May 8. Bids for Putah Creek were opened, with the Engineer's
Estimate at \$460K. Low bid came in at \$388K, with a local Winters contractor coming in
at \$400K. The first of two Water Wise Landscape Workshops will take place on 5/7,
followed by the second on 5/21. Staff is working on logistics for building and planning.
Mayor Aguiar-Curry thanked John for his work on Volunteer Day. Council Member Neu

said he received a phone call from Berryessa Gap and invited Council and staff to the Winters Friends of the Library Big Day of Giving celebration.

INFORMATION ONLY

1. February 2015 Treasurer Report
2. February 2015 Investment Report

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:04 p.m.

Mayor Cecilia Aguiar-Curry

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Appropriation Limit for Fiscal Year 2015-2016

RECOMMENDATION:

City Council approve Resolution 2015-20, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIII B of the California Constitution for Fiscal Year 2015-2016.

BACKGROUND:

In 1978, Proposition 13 was enacted, and as a follow up to Proposition 13, the voters of California amended the California Constitution in 1979 to limit the growth of governmental spending by passing Proposition 4. Proposition 4 created Article XIII B of the California Constitution that provides a formula for calculating spending limits of governments. Proposition 4 is commonly referred to as the Appropriation or Gann Limit.

The Appropriation Limit creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. The Appropriation Limit is based on actual appropriations during the base year and increases each year using specified growth factors. The Appropriation Limit applies to only those revenues defined "proceeds of taxes". Proceeds of taxes generally refer to revenues in the General Fund, and some Special Revenue Funds.

Proceeds of taxes include, but are not limited to:

- All taxes levied by or for a Public Agency;
- Any revenue from regulatory licenses, user charges and user fees or charges to the extent that the proceeds exceed the cost of providing the regulation, product or service;
 - The following are NOT considered from regulatory licenses, user charges and user fees or charges for the purposes of the Appropriation Limit

- Rents, Concessions, entrance fees, franchise fees
- Fine, forfeitures and penalties
- Assessments on real property or person for special benefit conferred.
- State Subventions for general purposes; and
 1. State subventions include:
 - VLF in Lieu Fees that are not designated as per use; and
 - Homeowners Property Tax Relief
 2. State moneys provide to local governments with restricted uses excluded from the local governments Appropriation Limit such as:
 - Motor Vehicle Tax (Gas Tax)
- Any interest earned from the investment of the proceeds of taxes
- Certain items are excluded from the Appropriations Limit such as;
 1. State Mandate Reimbursements
 2. Certain types of Debt Service Costs
 3. Qualified Capital Outlay
 4. Costs of complying with court orders and federal mandates.
 5. Appropriation required to refund taxes; and
 6. Local agency loan funds or indebtedness funds, or investment funds in bank accounts.
 7. Redevelopment agency or successor agency property tax increment funds (because such agencies do not have the power to levy a property tax)

The City of Winters adopts the Appropriation Limit prior to the beginning of the fiscal year for which it pertains by resolution, and a discussion of the limit is included in the budget when it is submitted for approval to the City Council prior to the beginning of the fiscal year for which the budget is adopted.

The City of Winters is cautious in its spending and has never had appropriations subject to the limitation higher than 63% of the limitation.

FISCAL IMPACT:

None

ATTACHEMENTS:

Resolution 2015-20

Attachment A-Appropriation Limit Calculation

Attachment B-Department of Finance Annual Price and Population Information

RESOLUTION 2015-20
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS ESTABLISHING AN APPROPRIATION LIMIT
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA
CONSTITUTION FOR FISCAL YEAR 2015-2016

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that an appropriation limit for the Fiscal 2015-2016 pursuant to Article XIII B of the Constitution of the State of California be established in the amount of \$6,417,714 and the same is hereby approved.

PASSED AND ADOPTED by the City Council, City of Winters, the 19th day of May 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

Attachment A

**CITY OF WINTERS
APPROPRIATION LIMIT
FOR FISCAL YEAR 2015-2016
YEAR ENDED JUNE 30, 2016**

APPROPRIATION LIMIT, FISCAL YEAR 2014-2015	\$	6,195,828
ADJUSTMENT FACTOR:		
POPULATION GROWTH PERCENT		1.035812
ANNUAL ADJUSTMENT IN DOLLARS		
APPROPRIATION LIMIT FISCAL YEAR 2015-2016	\$	6,417,714

2015-16
APPROPRIATION LIMIT

Per Capita change = 3.82
Population change = -0.23

Per capital converted to a ratio

$$\frac{3.82+100}{100} = 1.0382$$

Population converted to a ratio

$$\frac{-.23+100}{100} = 0.9977$$

Calculation Factor for FY 2015-16

$$1.0382 \times .9977 = 1.035812$$

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2015-16 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2015-16	3.82

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2015-16 appropriation limit.

2015-16:

Per Capita Cost of Living Change = 3.82 percent
 Population Change = 0.93 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.82 + 100}{100} = 1.0382$

Population converted to a ratio: $\frac{0.93 + 100}{100} = 1.0093$

Calculation of factor for FY 2015-16: $1.0382 \times 1.0093 = 1.0479$

Fiscal Year 2015-16

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2014 to January 1, 2015 and Total Population, January 1, 2015

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2014-2015	1-1-14	1-1-15	1-1-2015
Yolo				
Davis	-0.07	66,802	66,757	66,757
West Sacramento	0.72	50,908	51,272	51,272
Winters	-0.23	6,970	6,954	6,954
Woodland	-0.17	57,307	57,211	57,525
Unincorporated	2.38	26,259	26,885	26,885
County Total	0.40	208,246	209,079	209,393

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2015-22 for Claim of Transportation Development Act Funding

RECOMMENDATION:

Approve Resolution 2015-22 A Resolution of the City Council of the City of Winters for the Claim of Transportation Development Act Funding from the Sacramento Area Council of Governments (SACOG).

BACKGROUND:

The City of Winters receives funding from SACOG for transportation needs each year. A portion of the Local Transportation Funds (LTF) received is used to fund the bus service for the citizens of the City of Winters. LTF funds not used for the bus service may be used for certain street and road expenditures. The total LTF allocation for 2015-2016 is \$328020, of which \$91,754 will be expended for the Yolo Bus Service, \$9,841 will be expended for SACOG planning expenses and the balance of \$226,435 available to be used for street and road work.

In addition to the LTF funding, SACOG administers the State Transportation Assistance (STA) funding available to the City of Winters. The City has total STA funding of \$35,295 available for 2015-2016 and is requesting those funds for transit operations(Yolo Bus).

FISCAL IMPACT:

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

ATTACHMENTS:

Resolution 2015-22
Transportation Development Act Claim Forms

RESOLUTION 2015-22

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

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

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

WHEREAS, SACOG has adopted finding of apportionment of Local Transportation Funds and State Assistance Funds for Fiscal Year 2015-2016; and

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

NOW, THEREFORE BE IT RESOLVED that the attached Fiscal Year 2015-2016 Annual Project and Expenditure Plan and the Fiscal Year 2015-2016 Transportation Development Act Claim be hereby approved and that the City Manager and/or his designee be authorized to execute the attached claims and forward to SACOG.

PASSED AND ADOPTED by the City Council, City of Winters, the 19th day of May 2015.

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



TRANSPORTATION

DEVELOPMENT ACT

CLAIM PACKET

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

**TRANSPORTATION DEVELOPMENT ACT
CLAIM CHECKLIST**

Please check the following, items as being either included with the attached TDA claim package or are on file at SACOG.

Item	Claimant	Attached	On file
• TDA-1 Annual Transportation Development Claim	All claimants	_____	N/A
• TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and the prior fiscal year)	All claimants	_____	N/A
• TDA-3 Status of Previously Approved Projects	All claimants	_____	N/A
• TDA-4 Statement of Conformance	All claimants	_____	N/A
• TDA-5 TDA Claim Certification	All claimants	_____	N/A
• Resolution by governing body that authorized the claim	All claimants	_____	N/A
 If Claimant is a Transit Agency			
• CHP Safety Compliance Report (Completed within the past 13 months)	Claimants for transit service	_____	_____
• Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service	_____	_____
• Signed copy of transit service contract	Claimants for transit service	_____	_____
• Area wide transfer agreement, resolution	Claimants that allow inter-system transfers	_____	_____
• Information establishing eligibility under efficiency criteria	Claimants for revenue-based STA funds	_____	_____
• Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities	_____	_____
• Compliance with PUC Sec. 99155 & 99155.5	Claimants for transit service	_____	_____
• STA Operator Qualifying Criteria calculation based on section 99314.6	Claimants for transit service	_____	_____
• Copy of Ten Year Capital & Operations Program	Claimants for transit service	_____	_____

TDA-1

TRANSPORTATION DEVELOPMENT ACT CLAIM

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

FROM: Claimant City of Winters
Address 318 First St
City Winters Zip Code 95894
Contact Person Shelley Gunby
Phone 530-794-6704 Email shelley.gunby@cityofwinters.org

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

LTF \$ 328,030 (FY 15 / 16)
____ (FY ___ / ___)
____ (FY ___ / ___)
____ (FY ___ / ___)

STA \$ 35,295 (FY 15 / 16)
____ (FY ___ / ___)
____ (FY ___ / ___)
____ (FY ___ / ___)

Submitted By Suey Ashley
Title Director of Financial Management

Date May 19, 2015

TDA-2

ANNUAL PROJECT AND EXPENDITURE PLAN

Claimant: City of Winters		Fiscal Year: 2015-2016									
Project Title and TDA Article Number		SOURCES OF FUNDING									
		TDA LTF	TDA STA	Transit Fares	Measure A	Road Fund	Developer Fees/Const. Tax	Federal/State	Other	TOTAL	
Article 8 Section 99400(c) Yolo Bus Operations	\$ 91,754	\$ 35,295									\$ 127,049
Article 8 Section 99400(a) Street & Roads	\$ 226,435										\$ 226,435
SACOG Planning	\$ 9,841										\$ 9,841
TOTAL REQUEST	\$ 328,030	\$ 35,295	\$	\$	\$	\$	\$	\$	\$	\$	\$ 363,325

TDA-4
STATEMENT OF CONFORMANCE

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

The City of Winters hereby certifies that the
Transportation Development Act claim for fiscal year(s) 15-16
in the amount of \$ 328,030 (LTF) and \$ 35,295
 (STA) for a total of \$ 363,325 conforms to the requirements
of the Transportation Development Act and applicable rules and regulations. (See Attachment A
for listing of conformance requirements)

Certified by Chief Financial Officer _____
Title Director of Financial Management
Date May 19, 2015

TDA-5

TDA Claim Certification Form

Shelly A. Gunby, Chief Finance Officer for the City of Winters, do hereby attest required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2015/2016.
- (b) The attached certification by the Department of the California Highway Patrol verifying that Not applicable is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of 2015-2016 maximum eligibility for moneys from the local transportation fund and the state assistance fund, as defined in Section 6634, is \$363,325.

(Signature) Chief Financial Officer

City of Winters
(Agency Name)

May 19, 2015
(Date)

ATTACHMENT A
CONFORMANCE - TDA CLAIMANTS
Standard Assurances

180-Day Certified Fiscal Audit (*Applies to all claims; SACOG administers fiscal audits for all operators in the region, with the exception of the Sacramento Regional Transit District*) - Assurance that the claimant has submitted a satisfactory independent fiscal audit, with required certification, to SACOG and to the State Controller not more than 180 days after the end of the prior fiscal year (Sections 99245 and 6664).

90-Day Annual State Controller Report (*Applies to all transit claims*) – Assurance that claimant has submitted this report to the State Controller in conformance with the uniform system of accounts and record not more than 90 days after the end of the prior fiscal year (110 days for electronically submissions) (Section 99243). Claimant should also supply a copy of the State Controller report (SCR) to SACOG no more than 120 days after the end of the prior fiscal year.

Use of Federal Funds (*Applies to all Article 4 claims*) –

Claimant filing a claim for TDA funds for capital intensive projects pursuant to Section 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to Section 99268.7.

Claimant qualifying for funds pursuant to Section 99268.1 and filing a claim for TDA funds in excess of the amount allowed by Section 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed pursuant to Section 6633.1.

Elderly/Disabled (*Applies to all transit claims*) – That the transit operator is in compliance with Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.

Farebox Recovery Ratio Requirements (*Applies to all transit claims*) – Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under Sections 99268 (including all subparts), 99270.1, 99270.2, 99270.6, and under the “Farebox Requirements for Urbanized and Non-Urbanized Service” adopted by the SACOG Board of Directors on March 18, 1982, whichever is appropriate.

Exceptions:

50% Expenditure Limitation (*Applies only to claims for LTF*) – Claimant certifies that it was in compliance with Section 99268 certifying that it (the claim) will not exceed 50% of the amount required to meet operating, maintenance, capital and debt service costs of the transit system after deduction of approved federal grants and STA funds estimated to be received for the system. (A claimant can receive up to 100% of capital costs for grade-separated mass transit projects under Section 99268 and 99281, for capital intensive transit-related projects under Section 99268.7. and for extension of services under Section 6619.1 and 6633.8)

Extension of Services (*Applies only to LTF claims*) - Claimant who received an allocation of LTF funds for extension of service pursuant to Section 99268.8 certifies that it will file a report of these services pursuant to Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.

Retirement System (*Applies only to LTF claims*) - Claimant certifies that (1) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (2) the operator is implementing a plan approved by SACOG which will fully fund the retirement system for such officers and employees within 40 years; or (3) the operator has a private pension plan which sets aside and invests, on a current basis, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.

Maximum Use of Local Transportation Funds (*Applies only to Sacramento Regional Transit District STA claim*) - That the operator is receiving the maximum allowable amount from the Local Transportation Fund.

) Part-Time Employees (*Applies only to claims for STA*) - Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.

) Conformance with the Metropolitan (Regional) Transportation Plan (*Applies only to claims for STA*) - Claimant certifies that all of the purposes for claim expenditures are in conformance with the current Short Range Transit Plan, which is an appendix to the Metropolitan (Regional) Transportation Plan.

) Full Use of Federal Funds (*Applies only to STA claims*) - Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.

) Implementation of Productivity Improvements (*Applies only to STA claims*) - Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to Section 99244.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Upgrades and Repairs for Wastewater Lift Stations and East Street Pump Station

RECOMMENDATION: Staff recommends the Council approve the following improvements and repairs :

- Carter Ranch VFD installation
- Lift Station 5 reprogramming of VFD
- Replacement of transducer at flow meter East Street Pump Station(ESPS).
- Repair of 85hp pump at ESPS

Estimate for improvements is \$22,250 with an additional 10% contingency the total should not exceed \$24, 475

BACKGROUND: Staff has been working with engineering staff in reviewing the capacity issues at East Street Pump Station(ESPS). It has been determined that currently there is a capacity deficiency of 446 gallons per minute (gpm). Staff has already increased capacity with recent maintenance operations; which included pigging(cleaning) the forced main, adjusting pumps and analysis of dry weather peaking factors, these tasks reduced our deficiency by over 200gpm. The proposed improvements and repairs are expected to increase capacity by almost 300 gpm. The installation/adjustment of VFD's at the two lift stations will enable staff to dial back flows to ESPS increasing its capacity.

The transducer at the flow meter at ESPS has become unreliable. The new transducer is expected to give staff more accurate flow reading which will be critical with ongoing monitoring. One of the Flygt/Xylem pumps is pumping 20% less than the other identical pump and the proposed repair work will bring the deficient pump closer to operating at its expected performance level.

FISCAL IMPACT: The estimated costs for these improvements are estimated at \$24,475 which will be paid out of sewer O & M department



1717 Solano Way, Unit 34 • Concord, California 94520 • 925-671-2888 • FAX 925-671-9507
 10278 Fareway Avenue • Hanford, California 93230 • 559-584-7116 • FAX 559-584-6902

New! We now offer infrared & harmonic surveys and preventive maintenance services. Call today for a consultation.

Date 4-25-15

Subject NEW LEVEL TRANSDUCER FOR PLANT INFLUENT FLOW METER

Customer Information
CITY OF WINTERS
19 EAST BAKER ST.
WINTERS, CALIFORNIA
95694

Quote # TB-27461-010
 Fax # _____
 Phone # 805-458-8734

Attn JIM KEATING

Dear JIM

Thank you for the opportunity to quote on the above referenced project. Based on our discussions, we are proposing to supply and install the following:

- ① 1EA SIEMENS XPS-15 TRANSDUCER TO REPLACE THE EXISTING TRANSDUCER AT THE PLANT INFLUENT FLOW METER.
- ② REPLACING THE EXISTING TRANSDUCER WHICH WE SUSPECT MAY BE THE CAUSE OF THE UNUSUAL HIGH FLOW READINGS.
- ③ INSTALL THE NEW TRANSDUCER, PLANT PERSONNEL WILL MONITOR THE INFLUENT FLOWS AND CONTACT US IF THE HIGH FLOW INDICATIONS RETURN.

The cost breakdown for this project is as follows:	FREIGHT	\$ 23 ⁹⁰
Materials	\$	928 ³⁶
Tax X 7.5 %	\$	69 ⁶²
Labor	\$	500 ⁰⁰
Tool and Equipment	\$	125 ⁰⁰
Mileage	\$	_____
The time and materials not to exceed price for this project is	\$	1,646 ⁸⁸

Tyrone Brown
 Tyrone Brown

4-25-15
 Date

ELECTRICAL CONTRACTING, INSTRUMENTATION SALES & SERVICE
 Electronic • Pneumatic • Chemical Feed • Telemetry • Analytical • Computer Systems



1717 Solano Way, Unit 34 • Concord, California 94520 • 925-671-2888 • FAX 925-671-9507
10278 Fareway Avenue • Hanford, California 93230 • 559-584-7116 • FAX 559-584-6902

New! We now offer infrared & harmonic surveys and preventive maintenance services. Call today for a consultation.

Date: 4-25-15

Subject: PROGRAM CHANGE FOR THE VFD'S
AT LIFT STATION NO. 5

Customer Information

CITY OF WINTERS
19 EAST BAKER ST.
WINTERS, CALIFORNIA
95694

Quote # TB-27461-011

Fax # _____

Phone # 805-458-8734

Attn: JIM KEATING

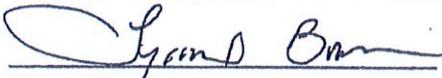
Dear JIM

Thank you for the opportunity to quote on the above referenced project. Based on our discussions, we are proposing to PROVIDE LABOR FOR THE FOLLOWING:

1. PROGRAM CHANGES AT THE VARIABLE FREQUENCY DRIVES FOR THE PUMPS AT LIFT STATION NO. 5.
2. _____
3. NEW PROGRAM CHANGES TO SET EACH VFD AT A FIX SPEED TO LOWER THE PUMP DISCHARGE OUTPUT BY 200 GALLONS.
4. _____
5. WE NEED TO CONFIRM THE FIX SPEED EACH VFD WILL OPERATE TO ACHIEVE THE DESIRED OUTPUT.
6. _____
7. NOTE: THE VFD'S WILL OPERATE AT THE FIX SPEED IN AUTOMATIC ONLY.

The cost breakdown for this project is as follows:

Materials.....	\$ _____
Tax.....	\$ _____
Labor.....	\$ <u>720 00</u>
Tool and Equipment	\$ <u>125 00</u>
Mileage.....	\$ _____
The time and materials not to exceed price for this project is	\$ <u>845 00</u>


Tyrone Brown

4-25-15
Date

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10278 Fareway Avenue • Hanford, California 93230 • 559-584-7116 • FAX 559-584-6902

New! We now offer infrared & harmonic surveys and preventive maintenance services. Call today for a consultation.

Date 4-28-15

Subject INSTALLATION NEW 5HP VFD'S
AT THE CARTER LIFT STATION.

Customer Information

City of WINTERS
19 East BAKER St.
WINTERS, CALIFORNIA
95694

Quote # TB-27461-012

Fax # _____

Phone # 805-458-8734

Attn Jim Keating

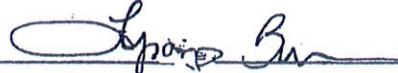
Dear Jim

Thank you for the opportunity to quote on the above referenced project. Based on our discussions, we are proposing to supply and install the following:

- ① 2EA ALLEN-BRADLEY VARIABLE FREQUENCY DRIVES AT THE
CARTER LIFT STATION.
- ② THE NEW VFD'S WOULD REPLACE THE EXISTING SQUIRE-D- NEMA
SIZE ONE STARTERS.
- ③ INSTALL THE NEW VFD'S AND PROGRAM FOR A FIX SPEED TO
REDUCE PUMP OUTPUT BY 200 GALLONS WHEN OPERATING.
- ④ INSTALL VENTING IN THE CONTROL PANEL TO HELP WITH
COOLING FOR BOTH VFD'S
- ⑤ TEST AND CONFIRM BOTH VFD'S ARE FUNCTIONING PROPERLY.
NOTE: VFD DIMENSION: H-7.09" W-3.94" D-2.22"

The cost breakdown for this project is as follows:

	<u>SHIPPING & HANDLING: \$ 14⁹⁵</u>
Materials.....	\$ 1,633 ⁹⁶
Tax..... \$ 7.5	\$ 122 ⁵⁴
Labor.....	\$ 1,700 ⁰⁰
Tool and Equipment.....	\$ 220 ⁰⁰
Mileage.....	\$
The time and materials not to exceed price for this project is	\$ 3,691 ⁴⁵


Tyrone Brown

4-28-15
Date

ELECTRICAL CONTRACTING, INSTRUMENTATION SALES & SERVICE
Electronic • Pneumatic • Chemical Feed • Telemetry • Analytical • Computer Systems



Xylem Water Solutions USA, Inc.
Flygt Products

May 5, 2015

790-A Chadbourne Rd
Fairfield, CA 94534
Tel (707) 422-9894
Fax (707) 422-9808

Quote # 2015-FFB-0181

CITY OF WINTERS
318 1ST ST
WINTERS CA 95694

Re: City of Winters

Flygt, a Xylem brand, is pleased to provide a quote for the following:

High Chrome Impeller Option

Qty	Part Number	Description	Unit Price	Extended Price
1	704 33 20	IMPELLER,N HT CODE 464 HC	\$ 5,270.98	\$ 5,270.98
1	704 60 00	RING,INSERT HC	\$ 3,163.17	\$ 3,163.17
4	83 04 53	SCREW,ALLEN M12 X 45 SS	\$ 4.17	\$ 16.68
1	704 58 03	VOLUTE,HT 6" UNDR FV DVB CI	\$ 5,362.70	\$ 5,362.70
1	83 04 60	SCREW,ALLEN M16 X 120 SS	\$ 17.46	\$ 17.46
2	83 04 56	SCREW,ALLEN M10 X 35 SS	\$ 3.20	\$ 6.40
1	648 00 00	COVER,CI	\$ 57.23	\$ 57.23
1	82 81 93	O-RING 44.2 X 5.7 FPM	\$ 25.22	\$ 25.22

Service

Qty	Part Number	Description	Unit Price	Extended Price
5	14-69 00 05A	LABOR,MOBILE FLYGT,NOTAX Z2-TP MODELS: 3000,7000,8000	\$ 136.77	\$ 683.85

Total Project Price \$ 14,603.70

Freight Charge \$ 419.00

Total Project Price \$ 15,022.70

+ Sales tax - 1043.99 (est)

Incoterm: 1 FCA - Free Carrier **Named Placed:** 02 - US WH/ Factory
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Terms & Conditions: Attached please find our Standard Terms & Conditions of Sale that apply to this order.

Taxes: State, local and other applicable taxes are not included in this quotation.

Time of delivery: Approximately 6-7 working weeks after approval of order and receipt of signed Purchase Order or attached Customer Acceptance Form.

Terms of delivery: PP/Add Order Position

Terms of Payment: 90% Net 45 days, 10% Net 120 days.

Exclusions: This Quote includes only the items listed specified above.



Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc., and look forward to being of service to you in the near future.

Sincerely,



John Maupin
Direct Sales Representative
Phone: 707-430-0181
Cell: 707-317-4707
john.maupin@xylem-inc.com



Tiyana Nakasone
Technical Inside Sales
Phone: (707) 430-0171
tiyana.nakasone@xylem-inc.com



1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA; Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in U.S. Dollars. Payment in full is due within thirty (30) days from the invoice date. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make

delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA; Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

7. Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall



constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

9. Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers

or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm.



Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorized repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

19. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

21. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

22. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.



WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.





WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate



WARRANTY
Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months		
		1 - 12	13 - 18	19 - 36	37 - 39	40 - 60		
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%		25%		
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)	100% (From Ship Date)						
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR					
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%						
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)						
TOPS	Fiberglass Pump Station	100% (From Ship Date)						
Accessories	Permanent / Portable	100% (From Ship Date)						
Hydro ejectors/ Aerators	HE, JA	100%						
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolla, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)						
Small Pumps	3045, 3057, SX	100% (From Ship Date)						
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)						

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Gene Ashdown, Building Official *Gene Ashdown*
SUBJECT: Resolution 2015-19, Declaring Weeds and Rubbish on Certain Lots and
Parcels within the City of Winters to be a Public Nuisance and Ordering
the Institution of Proceedings to Abate said Public Nuisances

RECOMMENDATION:

Approve Resolution 2015-19, a Resolution Declaring Weeds and Rubbish on Certain Lots and Parcels within the City of Winters to be a Public Nuisance and Ordering the Institution of Proceedings to Abate said Public Nuisances.

BACKGROUND:

Each year at this time the Building and Code Enforcement Division surveys parcels for which weeds or rubbish, or both, have been observed.

A public hearing has been scheduled for the June 2nd City Council meeting, to be held at 6:30 p.m. for the purpose of hearing and considering all objections to the proposed removal of the weeds, rubbish, and refuse from the parcels described in attached list.

FISCAL IMPACT:

None by this action.

Resolution No. 2015-19

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

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

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

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

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

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

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

4. That the Fire Chief or his Representative of the Winters Fire Department is hereby designated to be the "superintendent" as defined in Section 39560 of the Weed Abatement Law. For purposes of performing the duties imposed by said law within the City. Except that, the City Manager will be responsible for filing all liens and signature approval of the abatement contractor.
5. That a public hearing is hereby set before the City Council to be held at 6:30 P.M. on June 2, 2015 at the City Council Chambers. City Hall 318 First Street, Winters, California, for the purposes of hearing and considering all objections to the proposed removal of the weeds, rubbish and refuse from the parcels described in **Exhibit "A"**.
6. That the Building & Code Enforcement Division is hereby directed to give mailed notice of said hearing to all persons owning property described in **Exhibit "A"** as provided in Section 39567.1 of the Weed Abatement Law. Said mailed notice to be in the form provided for in the Weed Abatement Law for such notice. Said notice shall state that weeds are seasonal and recurrent nuisances as provided in Section 39562.1 of the Weed Abatement Law.
7. The Building Official or his representative is hereby authorized and directed to seek informal competitive bids for the performance of said abatement work on lots and parcels through the city and to present to the City Manager for consideration following the conclusion of the public hearing described above. The City Council finds and determines that said work of removing weeds and rubbish as provided in the Weed Abatement Law constitutes on professional services to the City.

PASSED AND ADOPTED THIS 19th DAY OF MAY, 2015, BY THE FOLLOWING VOTE:

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

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

Exhibit A

APN	SITUS	GIS_Acres
003 350 07	121 E GRANT AVE	5.11943000000
038 070 35		4.44194000000
003 370 39	501 EAST ST	0.99332200000
003 450 16		0.45995200000
003 450 18		0.46136500000
030 220 40		31.17460000000
003 450 17		0.26471300000
003 450 15		0.54384700000
038 050 18	29500 RUSSELL BLVD	60.92340000000
030 220 10		3.23377000000
038 050 60		5.71016000000
038 070 28		9.43452000000
030 220 35	435 ANDERSON AVE	2.35019000000
038 070 31	PCL 3 GATEWAY DR	0.97362800000
038 070 29	PCL 2 GATEWAY DR	1.57470000000
003 430 10		2.84526000000
003 450 20	700 VALLEY OAK DR	1.86512000000
030 381 01	410 MOODY SLOUGH RD	2.80599000000
030 220 17		47.90490000000
030 220 27		9.51242000000
003 392 01	720 HEMENWAY ST	2.72828000000
003 430 11		1.07619000000
038 070 39	0 BAKER ST	35.05230000000
038 180 46		7.10927000000
003 230 17	102 RIVERVIEW CT	15.01130000000
003 241 13	0 WOLFSKILL ST	1.42399000000
038 070 32	PCL 1 GATEWAY DR	1.07991000000
003 360 22	126 CARRION CT (PRIVAT CT	0.61978100000
030 220 34		3.47509000000
030 220 49		27.48010000000
038 050 73	27990 COUNTY ROAD 90	6.95246000000
030 220 39		4.01147000000
003 430 12		10.54490000000
038 050 57	999 E GRANT AVE	1.00626000000
030 220 50		2.51973000000
030 220 19		21.40990000000
038 070 30	PCL 4 GATEWAY DR	0.88784900000
038 070 38	0 GRANT AVE	5.55591000000
038 070 37	0 GRANT AVE	4.10936000000
030 392 06		0.48244700000
003 182 71	437 RUSSELL STREET	



TO: Honorable Mayor and Council Members
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Memorandum of Understanding (MOU) - Sergeant

RECOMMENDATION:

Staff respectfully recommends that the City Council adopt Resolution 2015-21, Approving Certain Terms and Conditions of Employment for the Sergeant Association.

BACKGROUND:

The current Memorandum of Understanding (MOU) between the City of Winters (City) and the Sergeant Association expired on June 30, 2014, but do continue until a new MOU is adopted. Represented members of the Associations ratified the tentative agreements attached.

The City and the Association have agreed to a one year contract effective the first full payroll in July 2014 through September 30, 2015. Key points of the tentative agreement are as follows:

1. New Salary Ranges reflecting a 1.5% Cost of Living Increase (COLA). Plus a wage adjustment effective October 2014.
2. Increase/Decrease in the cafeteria plan only for those employees who subscribe to the City's Health Insurance. Due to the increase in Blue Shield and the decrease in Kaiser rates there is only a few hundred dollars difference city-wide.

The City Council may choose to accept or reject any or all of the terms of the agreement. However, should the terms of this agreement be rejected or modified, the City and the Association will have to reopen negotiations.

FISCAL IMPACT:

Additional compensation to all employees is \$24,000, which is well within the 2013/2014 budgeted amounts.



TO: Honorable Mayor and Council Members
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Presentation of Transition of Building Division and Authorize New Building Permit Technician Position

RECOMMENDATION:

Hear presentation by Building Official Gene Ashdown on the Building Division Transition.

Authorize a new position for Building Permit Technician in the salary schedule for the Winter's Employee Association (WEA) Memorandum of Understanding.

Building Permit Technician:

Step	A	B	C	D	E
	\$3,000	\$3,150	\$3,308	\$3,473	\$3,647

BACKGROUND:

Periodically, the City will look at staffing levels within the organization to ensure that the resources are in place for desired service levels, to identify area of enhancement of service and to accommodate staff requirements in conjunction with new programs, projects, development or reorganizations.

Building Division has requested staffing this division with a Building Permit Technician to help with additional workload produced by the new development projects.

FISCAL IMPACT:

Total fiscal impact with full family coverage for insurance and all PERS , the total cost is \$76,581.65. This will be out of the General Fund – Economic Development/Building Dept.



CITY OF WINTERS

BUILDING PERMIT TECHNICIAN

DEFINITION: Under the direction of the Building Official or his/her designee, performs responsible technical, administrative and clerical support in the Building Division of the Community Development Department.

ESSENTIAL FUNCTIONS--Essential and other important responsibilities and duties may include, but are not limited to, the following: Essential Functions: Performs public counter work; provides information and direction in person or over the telephone to the public on building issues, applicable local, state and federal engineering and building codes, ordinances, documents, standards and guidelines, processes and requirements; receipts, reviews, routes, processes and checks minor applications and permits; reviews applications, documents and plan submittals to ensure accuracy and compliance with pertinent laws and established criteria; issues building permits; verifies that required permits, licenses and insurances have been obtained; calculates processing permit and mitigation fees and provides fee estimates as requested; provides information to the public relating to the status of projects and permits; prepares reports, memoranda and letters pertaining to permitting; collects, records and balances permit related monetary transactions; researches, compiles and analyzes data for special projects and various reports; receives requests for building inspections, enters inspection data, prepares field inspection records and schedules and coordinates inspections, as required; establishes and maintains filing systems.

QUALIFICATIONS: Knowledge of: Principles and practices of construction and building permitting; basic construction terminology and fire and building codes sufficient to answer questions and provide information to the public; customer service principles and public relations techniques; office software applications; correct English usage, spelling, grammar and punctuation; organization and operation of the city and outside agencies involved with development approvals and coordination; research techniques, resources and sources of information related to the Building Division. Ability to: Learn, interpret, apply and explain basic local, state, and federal regulations and standards; read and understand general construction plans and specifications; establish and maintain cooperative working relationships with the public, development and business communities, consultants, city staff and others contacted during the course of work; communicate clearly and concisely, both orally and in writing; make accurate mathematical calculations; use a personal computer and software; plan and organize workload; maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for extended periods of time and operating assigned equipment; maintain effective audio-visual discrimination and perception

needed for making observations, communicating with others, reading and writing, and operating assigned equipment; and maintain mental capacity which allows for effective interaction and communication with others.

EDUCATION AND EXPERIENCE: Education: High school diploma or equivalent. Specialized coursework in database software, building inspection, architecture, landscape architecture, engineering or related courses highly desirable. Experience: One (1) year, full-time equivalent, of technical or administrative experience involving public contact, preferably in a building division or related field.

LICENSES AND CERTIFICATES: If job requires driving, possession of valid Class "3" or "C" California driver's license is required. Possession of a Building Permit Technician Certificate is desirable, or must be obtained prior to the completion of the probationary period..

WORKING CONDITIONS: Work in an office and field environment; see and read characters on a computer screen; sustain posture in a seated position for prolonged periods of time; occasional lifting of up to thirty (30) pounds.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Authorize the City Manager to extend the Exclusive Negotiation Agreement with Urban Community Partners for development of a Commercial Project on the City-owned property located on the corner of Railroad Avenue and East Main Street (APN# 003 224 001)

RECOMMENDATION:

Staff recommends City Council take the following actions:

- 1) Receive the staff report update,
- 2) Authorize the City Manager to extend the Exclusive Negotiation Agreement ("ENA") with the Urban Community Partners.

BACKGROUND:

At the November 4, 2014 City Council meeting, the City Council approved an Exclusive Negotiation Rights Agreement (ENA) between the City and Urban Community Partners in regards to a Downtown Mixed Use Project. The Exclusive Negotiation Rights Agreement provided for a number of key provisions, including a 180 day exclusive negotiating period where the developer could perform the necessary studies and engineering to consider the project.

On April 30, 2015, staff met with Urban Community Partners ("UCP") to discuss the preliminary findings resulting from their study of the project, the existing commercial and residential market, and the pro forma developed by UCP. Their determination is that a mixed use project does not seem viable at this point, as neither a for-sale residential approach nor a rental housing project can generate sufficient revenue to offer the desired return on investment. They remain highly interested in developing a successful project for the property. To that end, they would now like to explore developing a commercial project for the project site instead of a mixed use project. The project concept would be for retail commercial space to be built and patterned after the very successful Sebastopol project, the Barlow, retail outlet for food producers, artists, and specialty retailers, with strong potential to incorporate the long discussed Winters' ag-

hub concepts. A architectural approach similar to the Barlow is envisioned for the Winters project, with the targeted tenant mix oriented to local food products and services.

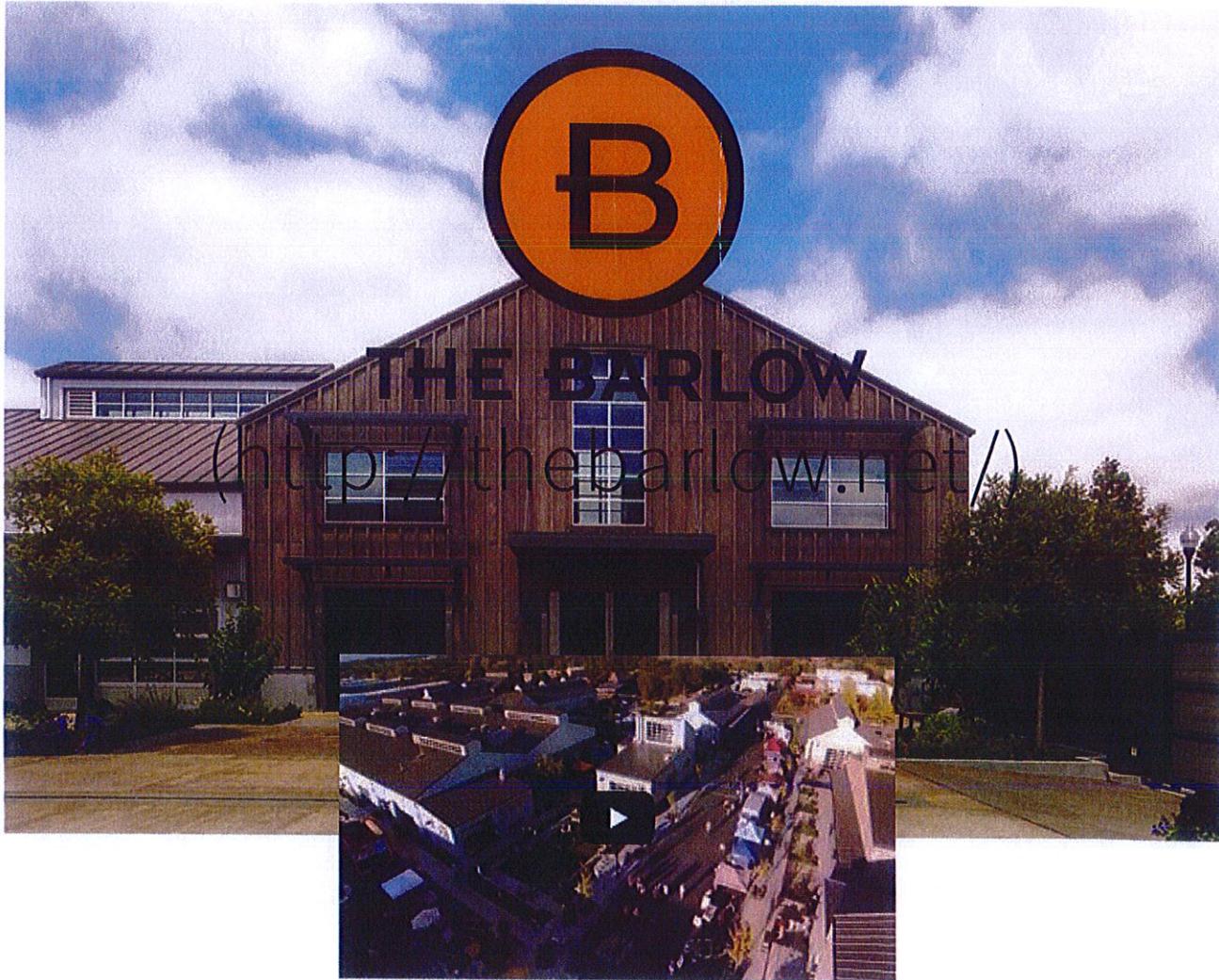
The principals of Urban Community Partners requested an extension of the ENA to allow for the evaluation of the alternate project approach for the City owned site. Staff recommends City Council extend the current ENA to November 4, 2015, an extension of six months to the current ENA.

FISCAL IMPACT:

None by this action

ATTACHMENTS:

The Barlow background materials
ENA



LOCAL. FOOD. ART. WINE.

 (<http://www.facebook.com/TheBarlow707>)

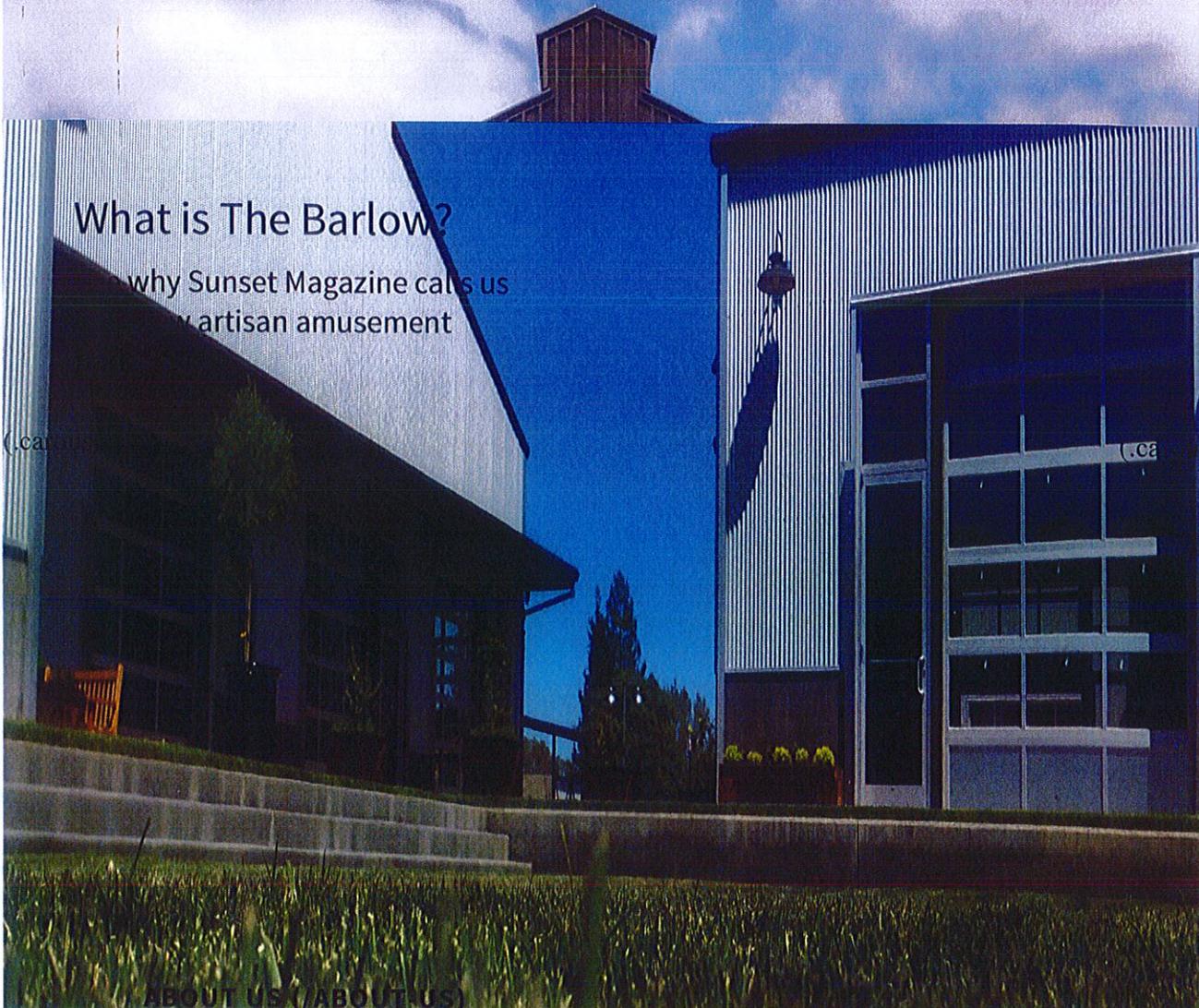
 (<http://twitter.com/thebarlow707>)

 (<http://pinterest.com/thebarlow707/>)

 (<http://instagram.com/thebarlow707>)

Welcome to The Barlow

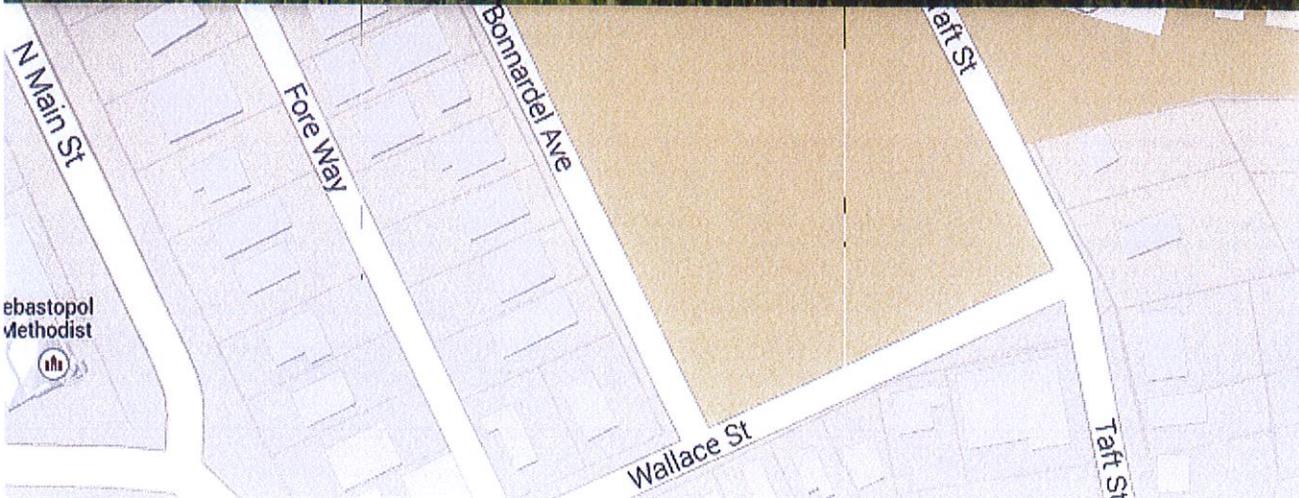
The Barlow brings together the very best wine makers, food producers and artisans, creating a space that offers a direct connection between the consumer and the makers of the local products they love. It's a place for the community to conduct business, share food and enjoy art, wine and time together. Join us!



What is The Barlow?

...why Sunset Magazine calls us
...artisan amusement

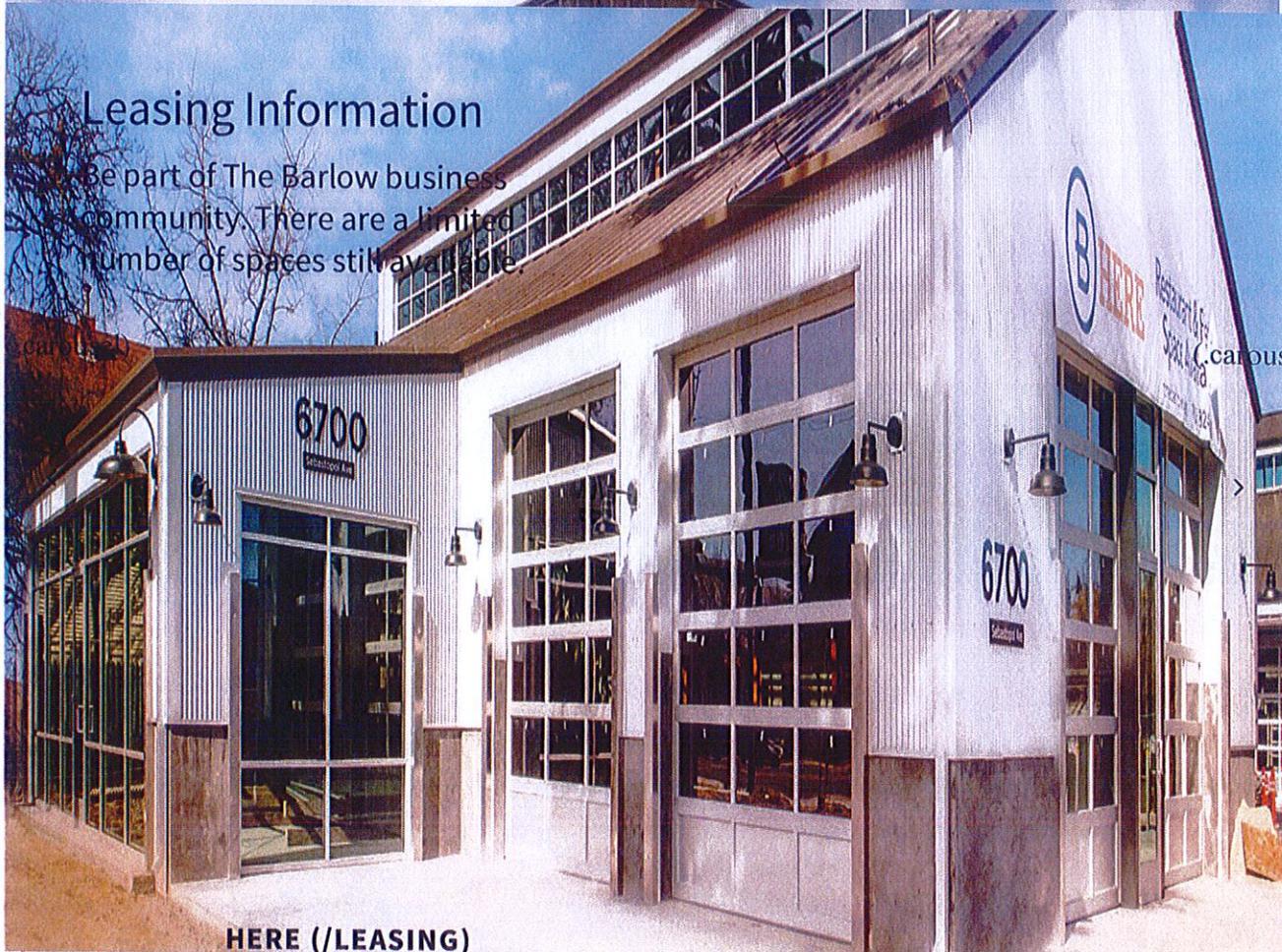
ABOUT US (/ABOUTUS)



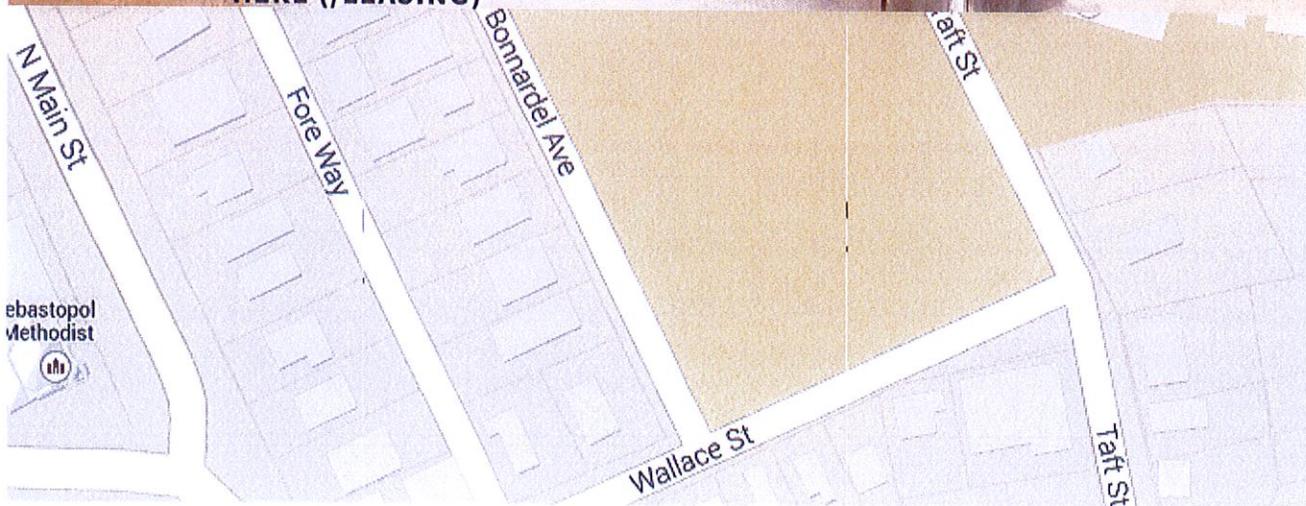
The Barlow brings together the very best wine makers, food producers and artisans, creating a space that offers a direct connection between the consumer and the makers of the local products they love. It's a place for the community to conduct business, share food and enjoy art, wine and time together. Join us!

Leasing Information

Be part of The Barlow business community. There are a limited number of spaces still available.



HERE (/LEASING)



We ♥ our tenants

Choose a category below to see the artisans and makers who call The Barlow home.

13

Drink

10

Eat

9

Shop

8

Production

5

Citihank Office

4

Art

3

Health & Beauty

1

Event Venue

Rite Aid Pharmacy

Show All Tenants



HERE

The Barlow is the premier Sonoma County location for your business. Contact us today for leasing information.



About Us

Home to food producers, wine makers, brewers, distillers, and artists, The Barlow is the first business community in the U.S. to focus on connecting customers not only with products and the people who make them, but also with the production itself.

Visit The Barlow and not only will you taste the finest local coffee, wine, beer and spirits; you'll watch the production process while you sip.

At our art galleries you'll get up close and personal with the art while the artist paints the final stroke.

At our restaurants you'll indulge in fresh, farm-to-table cuisine sourced from local farmers and producers.



(707) 824-5600

6770 McKinley Street #120
Sebastopol, CA 95472



(<http://www.facebook.com/TheBarlow707>)



(<http://twitter.com/thebarlow707>)

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into this 4th day of November, 2014, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and Urban Community Partners, LLC, , a California limited liability company ("Developer"), on the terms and provisions set forth below.

THE CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

100. NEGOTIATIONS

101. Good Faith Negotiations

The City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Purchase and Sale Agreement (the "PSA") to be considered for execution between the City and the Developer, in the manner set forth herein, with respect to the sale of certain real property (the "Property") located at Railroad Avenue between Abbey Street and East Main Street (APN# 003 224 001), Winters, California. The Property is shown on the "Map of the Property," attached hereto as Exhibit A and incorporated herein by reference. The Property is composed of certain real property currently owned by the City and to be conveyed to the Developer pursuant to the terms of the PSA. The City agrees, for the period set forth below, not to negotiate with any other person or entity regarding the sale of the Property or any portion thereof.

The Property is currently undeveloped and the City desires to sell the Property to be developed with a mixed use project, (commercial retail, office, and residential). The City and Developer desire to engage in negotiations for the sale and development of the Property in accordance with the City's desired uses for the Property.

During the Negotiation Period, the City shall provide the Developer with reasonable access to the Property as necessary for the Developer to evaluate the Property for development as an affordable senior multifamily housing project subject to reasonable rules and requirements as may be imposed by the City.

102. Duration of this Agreement

The duration of this Agreement (the "Negotiation Period") shall be six (6) months from the date of execution of this Agreement by the City. If upon expiration of the Negotiation Period, Developer has not signed and submitted a PSA to the City, then this Agreement shall automatically terminate unless this Agreement has been mutually extended by the City and Developer. If a PSA is so signed and submitted by Developer to the City on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by the City for forty-five (45) days from the date of such submittal during which time the City shall take all steps legally necessary to (1) consider the terms and conditions of the proposed PSA, (2) if appropriate, take the actions necessary to authorize the City to enter into the PSA, including but not limited to completion of compliance with the California Environmental Quality Act, and (3) execute the PSA.

If the City has not executed the PSA by such 45th day or any extension of such period, then this Agreement shall automatically terminate, unless the 45-day period has been mutually extended by the City and Developer. The City agrees to consider reasonable requests for extensions of time and shall, upon request, notify Developer in writing of the reasons for any decision not to execute the PSA.

200. SALE OF THE PROPERTY

The purchase price and/or other consideration to be paid by Developer for the Property under the PSA will be established by the City after negotiation with Developer. Such purchase price and/or other consideration will be based upon such factors as the fair market value of the property, market conditions, and condition of the improvements, risks of the City, and risks of Developer, and will be subject to approval by the City Council after a public hearing as required by law.

300. DEVELOPER

301. Nature of Developer

Developer is a California limited liability company.

302. Office of Developer

The principal office of the Developer is 1730 Solano Avenue, Berkeley, CA 94707.

303. Principal Representatives of Developer

The principal representatives of Developer for purposes of negotiating the PSA are as follows: Ian Gillis & Will Leighton.

304. Full Disclosure

Developer has made full disclosure to the City of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venturers, negotiators, development manager, consultants, professional and directly-involved managerial employees of Developer is subject to the approval of the City. Notwithstanding the foregoing, Developer reserves the right at its discretion to join and associate with other entities in joint ventures, partnerships or otherwise for the purpose of developing the Property, provided that Developer retains management and control of such entities and remains fully responsible to the City hereunder.

400. DEVELOPER'S FINANCIAL CAPACITY

401. Financial Ability

Prior to execution of the PSA, the Developer shall submit to the City satisfactory evidence of its ability to finance and complete the acquisition and development of the Property and fulfill the operation of the anticipated improvements to the Property as set forth in the PSA.

402. Full Disclosure

Developer will be required to make and maintain full disclosure to the City of its methods of financing to be used in the acquisition of the Property.

500. CITY'S RESPONSIBILITIES

501. Environmental Documents

The City shall be responsible for conducting any review it deems necessary and appropriate under the California Environmental Quality Act. Any costs, fees and charges associated with the requirements of the California Environmental Quality Act shall be paid by Developer, unless otherwise agreed by the City, provided, however, the City shall not incur and material cost for which it shall seek reimbursement without providing prior notice thereof to the Developer. The staff of the City shall be available to meet with Developer to discuss the development of the Property, so that Developer shall have sufficient input to prepare its full proposal for the use the development of the Property.

502. City Council Public Hearing

A PSA resulting from the negotiations hereunder shall become effective only after and if the PSA has been considered and approved by the City Council at a public hearing called for such purpose.

600. REAL ESTATE COMMISSIONS

The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold the City harmless from any claim by any broker, agent or finder retained by the Developer.

700. LIMITATIONS OF THIS AGREEMENT

By its execution of this Agreement, the City is not committing itself to or agreeing to undertake: (1) disposition of land to Developer; or (2) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion

and approval by the City as to any Purchase and Sale Agreement and all proceedings and decisions in connection therewith.

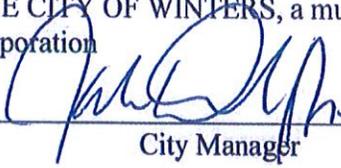
This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

11-5, 2014

THE CITY OF WINTERS, a municipal corporation

By


City Manager

"CITY"

November 7, 2014

Urban Community Partners, LLC, a California limited liability company

By

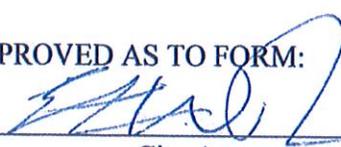

Ian Gillis,

Its Managing Member

"DEVELOPER"

APPROVED AS TO FORM:

By


City Attorney

ATTEST:

By:


City Clerk

EXHIBIT A
MAP OF THE PROPERTY

[To Be Inserted.]

Exhibit A

PROPERTY

(Attach legal description of Property)

RECORDING REQUESTED BY:
STATE OF CALIFORNIA

09202

009202

When Recorded Mail to:
Department of Transportation
District 10
P. O. Box 2048
Stockton, California 95201

OFFICIAL RECORDS
YOLO CO. - DISTRICT
RECORD REQUESTED BY

TITLE INS. & TRUST CO.
JUN 23 10 56 AM '82

PETER McNAMEE
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(CORPORATION)

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
10	YOLO		SPRR	11671-1, 2, 3

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

a corporation organized and existing under and by virtue of the laws of the State of Delaware
does hereby GRANT to the CITY OF WINTERS all that real property in the City of Winters
County of Yolo, State of California, described as:

SEE ATTACHED DESCRIPTION

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor or its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface.

PARCEL 11571-1

A portion of the Southern Pacific Transportation Company's 160-foot wide right of way as described in that certain Judgment recorded January 26, 1918 in Volume 93 of deeds, page 413, Yolo County Records, said portion described as follows:

Beginning at the intersection of the southwesterly line of said 160-foot wide right of way with the northwesterly line of Main Street (80 feet in width) in the City of Winters, thence (1) along said northwesterly line N. 65° 00' 00" E., 74.00 feet; thence (2) along a line 74.00 feet northeasterly of (measured at right angles), and parallel with said southwesterly line N. 25° 00' 00" W., 256.00 feet to the northeasterly prolongation of the southeasterly line of Abbay Street (60 feet in width) in the City of Winters; thence (3) along said northeasterly prolongation S. 65° 00' 00" W., 74.00 feet to said southwesterly line; thence (4) along last said line S. 25° 00' 00" E., 256.00 feet to the point of beginning.

Containing 18,944 square feet, more or less.

PARCEL 11571-3

An easement for bicycle path purposes over and across a portion of said 160-foot wide right of way, said portion being all that part of said right of way situate within a strip of land 10.00 feet in width lying northeasterly of, parallel with and immediately adjacent to the following described line:

Beginning at the intersection of the said southwesterly line with the southeasterly line of Edwards Street (60 feet in width) in the City of Winters; thence along said southwesterly line S. 25° 00' 00" E., 240.00 feet to the northeasterly prolongation of the northwesterly line of said Abbay Street.

Containing 2,400 square feet, more or less.

PARCEL 11571-2

An easement for street purposes over and across a portion of said 160-foot right of way, said portion described as follows:

Beginning at the southwesterly terminus of the hereinabove described course (3), thence northeasterly along said course (3) N. 65° 00' 00" E., 74.00 feet; thence N. 25° 00' 00" W., 60.00 feet to above said northeasterly prolongation of the northwesterly line of Abbey Street; thence along last said northeasterly prolongation S. 65° 00' 00" W., 74.00 feet to said southwesterly line; thence along said southwesterly line S. 25° 00' 00" E., 60.00 feet to the point of beginning.

Containing 4,440 square feet, more or less.

BOOK 1529 PAGE 47

The grantee for the purposes of the present instrument of the right of way, easement, and interest in the property hereby conveyed, for itself, its successors and assigns, hereby waives any claim and all claims to any property contiguous to the property hereby conveyed, by reason of construction, easement or maintenance of said highway.

In Witness Whereof, said corporation has caused its corporate name to be hereunto subscribed and its seal to be hereunto affixed hereto, this 27th day of APRIL

SOUTHERN PACIFIC TRANSPORTATION COMPANY
By: [Signature] EXECUTIVE VICE
By: [Signature] ASSISTANT

[CORPORATE SEAL]

STATE OF CALIFORNIA

County of _____ } ss.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared _____

_____ known to me to be the _____ President, and _____ known to me to be the _____ Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person _____ who executed it on behalf of the corporation therein named, and _____ acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.

(Seal)
Name (Typed or Printed)
Notary Public in and for Said State

(CERTIFICATE OF ACCEPTANCE, GOVT. CODE, SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Transportation, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof.

In WITNESS WHEREOF, I have hereunto set my hand this 12th day of May, 1982

ADRIANA GIANTURCO
Director of Transportation
By: [Signature]
E. C. BURLISON
Deputy District Director
Right of Way and Attorney in Fact

STATE OF CALIFORNIA } ss.
City and County of San Francisco

On this 30th day of April in the year One Thousand Nine Hundred and Eighty Two before me, CATHERINE G. GULBRONSON a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(One Market Plaza)

L. E. Hoyt and T. F. O'Donnell
known to me to be the Executive Vice President
and Assistant Secretary

of the corporation _____ described in and that executed the within instrument, and also known to me to be the persons _____ who executed it on behalf of the corporation _____ therein named and _____ acknowledged to me that such corporation _____ executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in my office in the City and County of San Francisco, the day and year in this certificate above written.
[Signature]
Notary Public in and for the City and County of San Francisco, State of California.



My Commission Expires November 9, 1984



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: CalPERS Rates.

RECOMMENDATION:

Staff recommends that the City Council receive this report regarding the changes to the CalPERS rates and the impact of those changes on the City of Winters.

BACKGROUND:

City of Winters Plans

The City of Winters is a member of the California Public Employee's Retirement System, also known as CalPERS and has been since 1967 according to the records on file with CalPERS.

Currently the City has 6 Plans, they are as follows:

1. Miscellaneous Plan (Classic) 17 Active Members
2. Miscellaneous Plan (Pepra) 8 Active Members
3. Fire (Classic) 3 Active Members
4. Police (Classic) 6 Active Members
5. Police (Tier 2) 1 Active Member
6. Police (Pepra) 4 Active Members

Classic Plans are the plans in which most employees hired prior to January 2013 belong to. This group is the most long-standing members of our organization. The Police Department Tier 2 was implemented in 2011 for new police officers. Pepra (Public employee pension reform act) plans are for all those hired after January of 2013 that have not been a public employee within the State of California prior to joining the City of Winters.

Changes from prior year annual valuation report.

1. All pooled plans (a plan is pooled with other plans if the jurisdiction has fewer than 100 employees) have been combined into to active pools. One for Miscellaneous employees and one for Safety employees. In the past, like plans of smaller employers were pooled together, but now, all of the miscellaneous plans have been combined into one pool, and

all the various safety plans have been combined into one pool.

- a. The reason for combining the pools is based on the implementation of PEPRA. Because all new employees are going into to the newly created PEPRA plans, the Classic plans are considered closed. Classic employees may move from employer to employer, but, they are still classic members. The Classic plans will have no new members. In order for CalPERS actuaries to be able to assume a 3 percent annual growth in payroll, all plans needed to be pooled into one. That way as classic employees move around, they are still in the same pool and won't affect the growth in payroll that they would have affected had the various other pools stayed in place.
2. Beginning in 2015-2016 CalPERS will collect the employer contribution of the unfunded liability and the side fund as a dollar amount instead of a percent of payroll as has been down in the past. Because the population of Classic employees will decline, so will the payroll in the Classic pool, the effect of which would be extremely high percentage of payroll being used fund the employer contribution rate. Each employer will be invoiced at the beginning of the fiscal year for the dollar amount due for the unfunded liability and side fund. The "normal" employer cost, will continue to be collected as a percentage of payroll and will be remitted to CalPERS as each payroll is processed and paid, just like we are doing now.
3. The pools unfunded liability will be allocated to each individual plan based on the plan's total liability rather than by individual payroll. CalPERS feel this will allow employers to track their own unfunded liability and pay it down faster if they choose.
4. CalPERS also implemented some changes to demographic assumptions in 2014. The most significant change was the mortality improvement. This change was implemented to reflect the greater life expectancies being achieved by the retirees within the CalPERS System. This impact, which will increase rates, will be included in the 2014 valuation report that will be released around October of 2015.

Status of our plans:

Below is a chart that shows the Unfunded Actuarial Liability for each of the Plans as of June 30, 2013:

	Unfunded Actuarial Liability		
	2011	2012	2013
Miscellaneous Classic	1,524,883	1,884,777	1,565,843
Police Classic	1,639,352	1,933,126	1,736,177
Police Tier 2		4,478	5,029
Police Pepra			(89)
Fire Classic		82,895	70,481
	3,166,246	3,907,288	3,379,454

There is no information for the Miscellaneous PEPRA because we did not hire anyone that would qualify for that until 2014.

Below is a chart that shows the funded status of each of the plans as of June 30, 2013:

Plan Funded Status

	2011	2012	2013
Miscellaneous Classic	76.7%	73.1%	79.1%
Police Classic	71.5%	68.0%	73.0%
Police Tier 2	0.0%	74.7%	78.8%
Police Pepra	0.0%	0.0%	146.6%
Fire Classic	0.0%	71.4%	80.4%

Below is a chart that shows the current rate, and the projected changes in the rates and the dollar amounts required per the CalPERS Selected amortization length. Each plan has its own amortization period, the length of which is determined by the factors that make up the unfunded liability. These numbers will change yearly based on actual earnings of the investments by CalPERS, the actual payroll of the organization, and the change in the makeup of staff as we move into the future.

	2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020		2020-2021	
	Rate	\$ amount	Rate	\$ amount	Rate	\$ amount	Rate	\$ amount	Rate	\$ amount	Rate	\$ amount	Rate	\$ amount
Miscellaneous Classic	14.952%	%	8.5%	\$ 106,386	8.9%	\$ 120,063	8.90%	\$ 134,464	8.9%	\$ 96,342	8.9%	\$ 110,692	8.9%	\$ 111,926
Miscellaneous Pepra	not available as of June 30, 2013													
Police Classic	34.515%		15.627%	\$ 130,190	16.5%	\$ 144,164	16.50%	\$ 158,858	16.5%	\$ 174,304	16.5%	\$ 190,533	16.5%	\$ 196,698
Police Tier 2	20.083%		13.813%	\$ 3	14.6%	\$ 24	14.60%	\$ 47	14.6%	\$ 71	14.6%	\$ 96	14.6%	\$ 123
Police Pepra	11.5%		11.153%		11.5%	\$ 2	11.50%	\$ 24	11.5%	\$ 25	11.5%	\$ 25	11.5%	\$ 27
Fire Classic	19.613%		13.813%	\$ 1,284	14.6%	\$ 2,109	14.60%	\$ 2,980	14.6%	\$ 3,903	14.6%	\$ 49	14.6%	\$ 5,147

The future impact of the rates as projected above is as follows:

For the fiscal year 2015-2016 which the budget was adopted in June of 2014, the impact is minimal. The overall impact is a savings of \$3,783, however, the impact to the general fund will be an increase in cost of \$4,582 because the Police costs are higher than the decrease for fire and because of the cost allocation plan, a portion of the savings for the Miscellaneous group will be allocated to the Water and Sewer Funds, therefore not reducing the cost for the general fund.

The impact in future years will be more savings than indicated in the budget projections because I assumed a growth of 5% per year through 2018-2019, this was based on the information I had available from attending seminars and webinars on the issue. It appears, after doing some preliminary calculations that the projections for 2016-2017 into the future were overly pessimistic, and those figures will be adjusted, using the chart published by CalPERS when updating the long range financial model.

FISCAL IMPACT:

None with this report.

Attachments:

- Projected Employer Contributions for Police Safety First Tier (Classic) dated 6/30/13
- Projected Employer Contributions for Safety Fire dated 6/30/13
- Projected Employer Contributions for Police PEPRAs Safety dated 6/30/13

Projected Employer Contributions for Police Tier 2 Safety dated 6/30/13
Projected Employer Contributions for Miscellaneous (Classic) dated 6/30/13

Projected Employer Contributions

The estimated rate for 2016-17 is based on a projection of the most recent information we have available, including an estimated 18.0 percent investment return for fiscal 2013-14, the impact of the new smoothing methods adopted by the CalPERS Board in April 2013 that will impact employer rates for the first time in 2015-16 and new actuarial assumptions adopted by the CalPERS Board in February 2014. These new demographic assumptions include a 20-year projected improvement in mortality. A complete listing of the new demographic assumptions to be implemented with the June 30, 2014 annual actuarial valuation and incorporated in the projected rates for FY 2016-17 and beyond can be found on the CalPERS website at: <http://www.calpers.ca.gov/eip-docs/about/pubs/employer/actuarial-assumptions.xls>

The table below shows projected employer contribution rates (before cost sharing) for the next five Fiscal Years, **assuming CalPERS earns 18.0% for fiscal year 2013-14 and 7.50 percent every fiscal year thereafter**, and assuming that all other actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur between now and the beginning of the fiscal year 2016-17.

	New Rate	Projected Future Employer Contribution Rates				
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Normal Cost %:	15.627%	16.5%	16.5%	16.5%	16.5%	16.5%
UAL \$	\$ 130,190	\$ 144,164	\$ 158,858	\$ 174,304	\$ 190,533	\$ 196,698

Analysis of Future Investment Return Scenarios

In 2014 CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19, 2014 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have a long-term blended return that continues to support a discount rate assumption of 7.5 percent. The newly adopted asset allocation has a lower expected investment volatility that will result in better risk characteristics than an equivalent margin for adverse deviation. The current asset allocation has an expected standard deviation of 12.45 percent while the newly adopted asset allocation has a lower expected standard deviation of 11.76 percent.

The investment return for fiscal year 2013-14 was announced July 14, 2014. The investment return in fiscal year 2013-14 is 18.42 percent before administrative expenses. This year, there will be no adjustment for real estate and private equities. For purposes of projecting future employer rates, we are assuming a 18.0 percent investment return for fiscal year 2013-14.

The investment return realized during a fiscal year first affects the contribution rate for the fiscal year 2 years later. Specifically, the investment return for 2013-14 will first be reflected in the June 30, 2014 actuarial valuation that will be used to set the 2016-17 employer contribution rates, the 2014-15 investment return will first be reflected in the June 30, 2015 actuarial valuation that will be used to set the 2017-18 employer contribution rates and so forth.

Based on a 18.0 percent investment return for fiscal year 2013-14, the April 17, 2013 CalPERS Board-approved amortization and rate smoothing method change, the February 18, 2014 new demographic assumptions including 20-year mortality improvement using Scale BB and assuming that all other actuarial assumptions will be realized, and that no further changes to assumptions, contributions, benefits, or funding will occur between now and the beginning of the fiscal year 2016-17, the effect on the 2016-17 Employer Rate is as follows:

	Estimated 2016-17 Employer Contribution	Estimated Increase in Employer Contribution between 2015-16 and 2016-17
Normal Cost %:	16.5%	0.9%
UAL \$	\$ 144,164	\$ 13,974

Projected Employer Contributions

The estimated rate for 2016-17 is based on a projection of the most recent information we have available, including an estimated 18.0 percent investment return for fiscal 2013-14, the impact of the new smoothing methods adopted by the CalPERS Board in April 2013 that will impact employer rates for the first time in 2015-16 and new actuarial assumptions adopted by the CalPERS Board in February 2014. These new demographic assumptions include a 20-year projected improvement in mortality. A complete listing of the new demographic assumptions to be implemented with the June 30, 2014 annual actuarial valuation and incorporated in the projected rates for FY 2016-17 and beyond can be found on the CalPERS website at: <http://www.calpers.ca.gov/eip-docs/about/pubs/employer/actuarial-assumptions.xls>

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	New Rate	Projected Future Employer Contribution Rates				
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Normal Cost %:	13.813%	14.6%	14.6%	14.6%	14.6%	14.6%
UAL \$	\$ 1,284	\$ 2,109	\$ 2,980	\$ 3,903	\$ 4,879	\$ 5,147

Analysis of Future Investment Return Scenarios

In 2014 CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19, 2014 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have a long-term blended return that continues to support a discount rate assumption of 7.5 percent. The newly adopted asset allocation has a lower expected investment volatility that will result in better risk characteristics than an equivalent margin for adverse deviation. The current asset allocation has an expected standard deviation of 12.45 percent while the newly adopted asset allocation has a lower expected standard deviation of 11.76 percent.

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	Estimated 2016-17 Employer Contribution	Estimated Increase in Employer Contribution between 2015-16 and 2016-17
Normal Cost %:	14.6%	0.8%
UAL \$	\$ 2,109	\$ 825

Projected Employer Contributions

The estimated rate for 2016-17 is based on a projection of the most recent information we have available, including an estimated 18.0 percent investment return for fiscal 2013-14, the impact of the new smoothing methods adopted by the CalPERS Board in April 2013 that will impact employer rates for the first time in 2015-16 and new actuarial assumptions adopted by the CalPERS Board in February 2014. These new demographic assumptions include a 20-year projected improvement in mortality. A complete listing of the new demographic assumptions to be implemented with the June 30, 2014 annual actuarial valuation and incorporated in the projected rates for FY 2016-17 and beyond can be found on the CalPERS website at: <http://www.calpers.ca.gov/eip-docs/about/pubs/employer/actuarial-assumptions.xls>

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	New Rate	Projected Future Employer Contribution Rates				
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Normal Cost %:	11.153%	11.5%	11.5%	11.5%	11.5%	11.5%
UAL \$	\$ 0	\$ 2	\$ 24	\$ 25	\$ 26	\$ 27

For new plans where active members have accrued little service the future UAL dollar amounts may be unstable. It is more prudent to use projected normal cost times expected payroll for employer budgeting purposes.

Analysis of Future Investment Return Scenarios

In 2014 CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19, 2014 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have a long-term blended return that continues to support a discount rate assumption of 7.5 percent. The newly adopted asset allocation has a lower expected investment volatility that will result in better risk characteristics than an equivalent margin for adverse deviation. The current asset allocation has an expected standard deviation of 12.45 percent while the newly adopted asset allocation has a lower expected standard deviation of 11.76 percent.

The investment return for fiscal year 2013-14 was announced July 14, 2014. The investment return in fiscal year 2013-14 is 18.42 percent before administrative expenses. This year, there will be no adjustment for real estate and private equities. For purposes of projecting future employer rates, we are assuming a 18.0 percent investment return for fiscal year 2013-14.

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	Estimated 2016-17 Employer Contribution	Estimated Increase in Employer Contribution between 2015-16 and 2016-17
Normal Cost %:	11.5%	0.3%
UAL \$	\$ 2	\$ 2

Projected Employer Contributions

The estimated rate for 2016-17 is based on a projection of the most recent information we have available, including an estimated 18.0 percent investment return for fiscal 2013-14, the impact of the new smoothing methods adopted by the CalPERS Board in April 2013 that will impact employer rates for the first time in 2015-16 and new actuarial assumptions adopted by the CalPERS Board in February 2014. These new demographic assumptions include a 20-year projected improvement in mortality. A complete listing of the new demographic assumptions to be implemented with the June 30, 2014 annual actuarial valuation and incorporated in the projected rates for FY 2016-17 and beyond can be found on the CalPERS website at: <http://www.calpers.ca.gov/eip-docs/about/pubs/employer/actuarial-assumptions.xls>

The table below shows projected employer contribution rates (before cost sharing) for the next five Fiscal Years, **assuming CalPERS earns 18.0% for fiscal year 2013-14 and 7.50 percent every fiscal year thereafter**, and assuming that all other actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur between now and the beginning of the fiscal year 2016-17.

	New Rate	Projected Future Employer Contribution Rates				
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Normal Cost %:	13.813%	14.6%	14.6%	14.6%	14.6%	14.6%
UAL \$	\$ 3	\$ 24	\$ 47	\$ 71	\$ 96	\$ 123

Analysis of Future Investment Return Scenarios

In 2014 CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19, 2014 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have a long-term blended return that continues to support a discount rate assumption of 7.5 percent. The newly adopted asset allocation has a lower expected investment volatility that will result in better risk characteristics than an equivalent margin for adverse deviation. The current asset allocation has an expected standard deviation of 12.45 percent while the newly adopted asset allocation has a lower expected standard deviation of 11.76 percent.

The investment return for fiscal year 2013-14 was announced July 14, 2014. The investment return in fiscal year 2013-14 is 18.42 percent before administrative expenses. This year, there will be no adjustment for real estate and private equities. For purposes of projecting future employer rates, we are assuming a 18.0 percent investment return for fiscal year 2013-14.

The investment return realized during a fiscal year first affects the contribution rate for the fiscal year 2 years later. Specifically, the investment return for 2013-14 will first be reflected in the June 30, 2014 actuarial valuation that will be used to set the 2016-17 employer contribution rates, the 2014-15 investment return will first be reflected in the June 30, 2015 actuarial valuation that will be used to set the 2017-18 employer contribution rates and so forth.

Based on a 18.0 percent investment return for fiscal year 2013-14, the April 17, 2013 CalPERS Board-approved amortization and rate smoothing method change, the February 18, 2014 new demographic assumptions including 20-year mortality improvement using Scale BB and assuming that all other actuarial assumptions will be realized, and that no further changes to assumptions, contributions, benefits, or funding will occur between now and the beginning of the fiscal year 2016-17, the effect on the 2016-17 Employer Rate is as follows:

	Estimated 2016-17 Employer Contribution	Estimated Increase in Employer Contribution between 2015-16 and 2016-17
Normal Cost %:	14.6%	0.8%
UAL \$	\$ 24	\$ 21

Projected Employer Contributions

The estimated rate for 2016-17 is based on a projection of the most recent information we have available, including an estimated 18.0 percent investment return for fiscal 2013-14, the impact of the new smoothing methods adopted by the CalPERS Board in April 2013 that will impact employer rates for the first time in 2015-16 and new actuarial assumptions adopted by the CalPERS Board in February 2014. These new demographic assumptions include a 20-year projected improvement in mortality. A complete listing of the new demographic assumptions to be implemented with the June 30, 2014 annual actuarial valuation and incorporated in the projected rates for FY 2016-17 and beyond can be found on the CalPERS website at: <http://www.calpers.ca.gov/eip-docs/about/pubs/employer/actuarial-assumptions.xls>

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	New Rate	Projected Future Employer Contribution Rates				
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
Normal Cost %:	8.512%	8.9%	8.9%	8.9%	8.9%	8.9%
UAL \$	\$ 106,386	\$ 120,063	\$ 134,464	\$ 96,342	\$ 110,692	\$ 111,926

Analysis of Future Investment Return Scenarios

In 2014 CalPERS completed a 2-year asset liability management study incorporating actuarial assumptions and strategic asset allocation. On February 19, 2014 the CalPERS Board of Administration adopted relatively modest changes to the current asset allocation that will reduce the expected volatility of returns. The adopted asset allocation is expected to have a long-term blended return that continues to support a discount rate assumption of 7.5 percent. The newly adopted asset allocation has a lower expected investment volatility that will result in better risk characteristics than an equivalent margin for adverse deviation. The current asset allocation has an expected standard deviation of 12.45 percent while the newly adopted asset allocation has a lower expected standard deviation of 11.76 percent.

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The investment return realized during a fiscal year first affects the contribution rate for the fiscal year 2 years later. Specifically, the investment return for 2013-14 will first be reflected in the June 30, 2014 actuarial valuation that will be used to set the 2016-17 employer contribution rates, the 2014-15 investment return will first be reflected in the June 30, 2015 actuarial valuation that will be used to set the 2017-18 employer contribution rates and so forth.

Based on a 18.0 percent investment return for fiscal year 2013-14, the April 17, 2013 CalPERS Board-approved amortization and rate smoothing method change, the February 18, 2014 new demographic assumptions including 20-year mortality improvement using Scale BB and assuming that all other actuarial assumptions will be realized, and that no further changes to assumptions, contributions, benefits, or funding will occur between now and the beginning of the fiscal year 2016-17, the effect on the 2016-17 Employer Rate is as follows:

	Estimated 2016-17 Employer Contribution	Estimated Increase in Employer Contribution between 2015-16 and 2016-17
Normal Cost %:	8.9%	0.4%
UAL \$	\$ 120,063	\$ 13,677



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: March 2015 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2013 through March 31, 2015.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2014 through March 31, 2015. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of March 2015 reflects interest from the CDBG and EDBG funded loans as well as from the Money Market Account and Savings Account at First Northern Bank.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
As of March 31, 2015

Fund	Description	March 2015 Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND		\$ 243
105	SENIOR FUND		2
107	PARK MAINTENANCE FUND		1
110	HOUSING SUCCESSOR AGENCY		17,633
113	2007 HOUSING TABS		1,493
201	FIRE PREVENTION FUND		1
208	FIRST TIME HOMEBUYER		106
212	FLOOD ASSESSMENT DISTRICT		5
221	GAS TAX FUND		178
251	TRAFFIC SAFETY		199
252	ASSET FORFEITURE		12
254	VEHICLE THEFT DETERRENT		21
287	AFTERSCHOOL DONATIONS		1
291	BEVERAGE RECYCLE GRANT		28
294	TRANSPORTATION/BUS		69
299	AFTER SCHOOL PROGRAM		151
321	EDBG 99-688	465	3,607
322	EDBG 96-405 CRADWICK	810	8,730
351	RLF HOUSING REHAB		3,368
352	RLF AFFORDABLE HOUSING		2
355	RLF SMALL BUSINESS	139	1,222
356	RLF HOME PROGRAM		138
357	MICROENTERPRISE FUND		1
358	PROGRAM INCOME FUND		289
411	STREET IMPACT FEE		415
412	STORM IMPACT FEE		198
414	POLICE IMPACT FEE		302
415	FIRE IMPACT FEE		339
416	GENERAL FACILITY IMPACT FEE		433
417	WATER IMPACT FEE		542
418	SEWER IMPACT FEE		249
419	FLOOD OVERLAY		287
421	GENERAL FUND CAPITAL		691
422	LANDFILL CAPITAL		244
427	EQUIPMENT REPLACEMENT FUND		170
429	SERVICE RESERVE		649
482	FLOOD CONTROL STUDY		2
492	RAJA STORM DRAIN		48
494	CARF		83
501	GENERAL DEBT SERVICE		70
612	WATER RESERVE		8
616	WATER CONSERVATION		11
617	WATER METER FUND		233
621	SEWER O & M		884
629	SEWER DEBT SERVICE FUND		76
771	RORF		5
773	2007 TABS		14
803	ELDERBERRY MITIGATION	11	125
831	SWIM TEAM		108
	Total Investment Earnings	<u>\$ 1,425</u>	<u>\$ 43,694</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 19, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: March 2015 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for March 2015.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review. Items of note in the attached report are as follows:

General Fund

General Fund revenues are 50% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax were received in January 2015, and are 50% of budget.
- The first installment of Property Tax in lieu of Sales Tax was received in January 2015, and are 53% of budget.
- The first installment t of Property Tax in lieu of VLF was received in January 2015 and is 52% of budget.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization and is 62% of budget.
- Utility User Tax is received approximately 1-3 months after the utilities are used and is 68% of budget.
- Building permit fees received are 25% of budget.
- General Fund expenditures are 67% of budget.

Other funds:

Fund 211 City Wide Assessment District: The first installment was received in January 2015 and are 37% of budget.

Fund 611 Water: Water fund revenues are 69% of budget and expenditures are 79% of budget.

Fund 621 Sewer: Sewer fund revenues are 77% of budget and expenditures are 62% of budget.

FISCAL IMPACT:

None

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of March 31, 2015

Fund	Description	Balance	
		June 30, 2014	March 31, 2014
101	General Fund	\$ 624,772	\$ 286,459
104	Fireworks Fund	(288)	(3,256)
105	Senior Fund	385	387
106	Monitoring Fee		1,645
107	Park Maintenance	2,206	2,255
108	Munchkin Summer Camp	12,346	13,625
110	Housing Successor Agency	(161,368)	(98,487)
113	Housing 2007 Tabs	1,268,584	1,242,726
201	Fire Prevention Grant	939	940
208	First Time Homebuyer	84,571	84,723
211	City Wide Assessment	72,304	(31,127)
212	Flood Assessment District	3,834	3,841
221	Gas Tax	199,697	224,034
231	State COPS 1913	(29,817)	(12,868)
233	Realignment	49,183	64,117
251	Traffic Safety	162,691	164,698
252	Asset Forfeiture	11,963	10,943
254	Vehicle Theft Deterrent	38,207	50,238
278	Prop 84 Park Grant	(115,680)	(131,684)
287	After School Contributions	759	760
289	Dry Slough Bridge	(25,933)	(42,968)
291	Beverage Recycling Fund	22,681	27,321
294	Transportation(Including Bus S	482,111	393,646
299	After School Program	148,324	141,050
304	2012 SACOG Grant	(8,728)	(21,622)
319	CDBG Park Grant	(261)	(119,402)
322	EDBG 96-405 Cradwick Building	718	
351	RLF Housing Rehab	305,867	
352	RLF First Time Homebuyer	3,353	
355	RLF Small Business	116,939	
356	RLF-HOME Program	110,548	110,455
357	Micro Enterprise RLF	7,471	
358	Program Income Fund		479,164
382	VFA Grant		(37,842)
411	Street Impact Fee	633,821	658,744
412	Storm Impact Fee	159,833	159,741
413	Parks and Recreation Impact Fe	(111,554)	(112,585)
414	Police Impact Fee	242,733	246,799
415	Fire Impact Fee	272,692	282,659
416	General Facilities Impact Fee	347,372	363,746
417	Water Impact Fee	435,150	439,563
418	Sewer Impact Fee	217,920	226,291
419	Flood Fee	229,516	229,929
421	General Fund Capital	552,673	553,669
422	Landfill Capital	198,739	191,658
427	Capital Equipment Fund	460,572	338,501
429	Service Reserve	732,662	243,597
481	General Plan 1992 Study	(488,488)	(482,522)
482	Flood Control Study	1,298	1,300
492	RAJA Storm Drain	38,576	38,645
494	Capital Asset Recovery Fee	71,910	80,528
496	Storm Drain Non-Flood	234	235
501	General Debt Service	56,246	56,347
611	Water O & M	473,642	305,607
612	Water Reserve	120,140	133,955
615	07 Water Bonds	(12,897)	(20,592)
616	Water Conservation	20,199	20,215
617	Water Meter	307,995	345,556
619	Water Debt Service	52,054	
621	Sewer O & M	1,264,786	1,002,889
626	07 Sewer Bonds	4	
629	Sewer Debt Service	122,962	61,226
651	Central Services	11,041	13,432
652	Central Service w PD & FD	9,978	7,812
771	RORF	522,996	307,632
773	2007 TABS	34,444	24,680
821	Winters Library	4,060	
831	Swim Team	90,889	87,640
833	Festival de la Comunidad	6,440	7,013
835	Senior Foundation		1,080
836	PCH HOA		15,200
846	Quilt Festival	46	434
	Total Cash	\$ 10,469,062	\$ 8,634,395

City of Winters
General Fund Revenues
July 1, 2014 through March 31, 2015

G/L Code	Account Description	Budget 2014-2015	March Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 716,588		\$ 361,046	50%
101-41102	Property Tax in Lieu of Sales Tax	143,238		75,979	53%
101-41103	Property Tax in Lieu of VLF	467,386		244,423	52%
101-41401	Sales & Use Tax	410,262	30,641	252,967	62%
101-41402	Prop 172	40,231		18,656	46%
101-41403	Franchise Fee	233,346		89,981	39%
101-41404	Property Transfer Tax	9,000		8,255	92%
101-41405	Utility Tax	697,205	42,306	475,516	68%
101-41406	Municipal Services Tax	296,760	24,740	222,670	75%
101-41408	TOT Tax	5,100		5,339	105%
101-41407	Business Licenses	26,000	1,755	21,444	82%
101-46102	Building Permits	257,339	5,722	64,951	25%
101-46103	Encroachment Permit	5,000	504	7,757	155%
101-46104	Other Licenses & Permits	125,454	1,959	35,553	28%
101-41507	Motor Vehicle in Lieu	6,500			0%
101-41508	Motor Vehicle Licensing Fee-ERAF			2,909	
101-41509	Homeowners Property Tax Relief	16,300		7,177	44%
101-48106	Post Reimbursement	5,000		508	10%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	75	30	36	48%
101-42103	Plan Check Fees	193,004	3,255	21,587	11%
101-42104	Planning Application Fees	10,000	450	7,400	74%
101-42107	Project Monitoring Fees		363	1,445	
101-42108	Police Reports	500	20	780	156%
101-42109	Fingerprint Fees	3,500	395	3,839	110%
101-42111	Towing/DUI Reimbursement	1,500	75	185	12%
101-42112	Ticket Sign Off Fees	250	5	485	194%
101-42201	Recreation Fees	12,100		700	6%
101-42205	Basketball Revenues	5,800		6,790	117%
101-42211	Pool Ticket Sales	9,100		2,797	31%
101-42213	Pool Proceeds	600		225	38%
101-42212	Pool Concession Stand Revenues	4,500		4,130	92%
101-42215	Swim Passes	6,000			0%
101-42216	Swim Lessons	11,000		3,905	36%
101-42217	Water Aerobics Fees	150			0%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	255	1,235	88%
101-42303	Community Center Rental	12,750	3,675	9,612	75%
101-42304	Community Center Insurance Collected	900		81	9%
101-42308	Ambulance Service Charge	3,000	110	2,397	80%
101-44101	Rents/Leases Revenues	60,000	3,663	53,089	88%
101-43151	Fire District Payments	204,560			0%
101-44102	Interest Earnings	3,000		243	8%
101-46106	Reinspect Fee	250		1,076	430%
1011-47914	Gain on Sale of Property		(46,596)	(46,596)	
101-49101	Contributions	98,777	7,133	49,401	50%
101-49102	Reimbursements/Refunds	3,500		1,314	38%
101-49104	Miscellaneous Revenues	26,000	109	11,804	45%
101-49106	Cash Over/Short		110	134	
101-49109	Developer Planning Reimbursement		11,146	61,836	
101-49999	Interfund Operating Transfer	16,600			0%
	Total General Fund Revenues	\$ 4,157,525	\$ 91,825	\$ 2,095,061	50%

City of Winters
 Summary of Revenues
 July 1, 2014 through March 31, 2015

Fund	Fund Description	Budget FY 14-15	March Actual	Year to Date Actual	% of Year Complete		% of Budget Received
					Amount Yet to be Received	75%	
101	General Fund	\$ 4,158,525	\$ 91,825	\$ 2,095,053	\$ 2,063,472		50%
104	Fireworks Fund	15,000		2,609	12,391		17%
105	Senior Fund	1		2	(1)		200%
106	Winters Swim Lessons		45	2,005	(2,005)		
108	Munchkin Summer Camp		12,775	22,235	(22,235)		
110	Housing Successor Agency			62,880	(62,880)		
107	Park Maintenance	6		48	(42)		800%
113	2007 Housing TABS	2,980		1,493	1,487		50%
201	Fire Prevention Grant	2		1	1		50%
208	First Time Homebuyer In Lieu	222		106	116		48%
211	City Wide Assessment	277,318		102,487	174,831		37%
212	Flood Assessment District			5	(5)		
221	Gas Tax	183,537	16,439	119,578	63,959		65%
223	PERS Trust Fund	8,000			8,000		
231	State COPS AB1913	100,000	17,290	68,143	31,857		68%
233	Realignment			17,245	(17,245)		
251	Traffic Safty	6,800	20	2,771	4,029		41%
252	Asset Forfeiture	53		12	41		23%
254	Vehicle Theft Deterrent	186		21	165		11%
262	Street Grants	646,269			646,269		
267	Grant Ave Improvement						
287	After School Contributions			1	(1)		
289	Dry Slough Bridge Grant	1,384,825			1,384,825		
291	Beverage Recycling	5,100		5,028	72		99%
294	Transportation	347,373	16,719	199,570	147,803		57%
299	AfTer School Program	119,054	1,364	91,144	27,910		77%
304	2012 SACOG Grant	126,891	(16,719)	7,232	119,659		6%
306	SACOG 2014			100,000	(100,000)		
313	STBG 96-1043 Housing & Public W	36,592			36,592		
321	EDBG 99-688 Buckhorn	19,580	1,450	9,233	10,347		47%
322	EDBG 96-405 Cradwick	5,548	2,375	16,847	(11,299)		304%
351	RLF Housing Rehab	5,024		3,368	1,656		67%
352	RLF Affordable Housing	13,119		2	13,117		
355	RLF Small Business	9,058	676	14,483	(5,425)		160%
356	RLF HOME Program	8,795		138	8,657		2%
357	Micro Enterprise RLF	8,795		1	8,794		
358	Program Income		3,676	476,097	(476,097)		
382	VFA Grant			658,938	(658,938)		
411	Street Impact Fee	618,073		25,770	592,303		4%
412	Storm Drain Impact Fee	6,001		851	5,150		14%
413	Parks & Recreation Impact Fee	68,192			68,192		
414	Public Safty Impact Fee	51,619		4,963	46,656		10%
415	Fire Impact Fee	92,889	1,000	10,848	82,041		12%
416	General Facilities Impact Fee	188,292		17,212	171,080		9%
417	Water Impact Fee	607,534		5,203	602,331		1%
418	Sewer Impact Fee	1,464,866		9,292	1,455,574		1%
419	Flood Fees	234,760		287	234,473		
421	General Fund Capital	2,085		691	1,394		33%
422	Landfill Capital	820		244	576		30%
427	Capital Equipment	151,672	171,371	224,232	(72,560)		148%
429	Service Reserve Fund	5,000		649	4,351		13%
481	General Plan 1992	55,848		5,966	49,882		11%
482	Flood Control Study	3		2	1		67%
492	RAJA Storm Drain	101		48	53		48%
494	CARF	3,740	1,245	8,581	(4,841)		229%
495	Monitoring Fee	54,948		5,966	48,982		11%
496	Storm Drain Non-Flood	1			1		
501	General Debt Service	148		70	78		47%
611	Water O & M	1,406,248	87,144	975,227	431,021		69%
612	Water Reserve	12,302	1,324	4,527	7,775		37%
616	Water Conservation	12,000		11	11,989		
617	Water Meter Fund	54,450	4,927	38,397	16,053		71%
619	Water Debt Service			168,081	(168,081)		
621	Sewer O & M	1,810,548	135,471	1,400,958	409,590		77%
629	Sewer Debt Service			204,710	(204,710)		
771	RORF	1,308,420		911,126	397,294		70%
773	2007 TABS			14	(14)		
781	RDA Long Term Debt	20,000			20,000		
803	Elderberry Mitigation		11	125	(125)		
831	Swim Team	62,300		26,154	36,146		42%
833	Festival de la Comunidad	6,403		3,008	3,395		47%
835	Senior Foundation		80	1,080	(1,080)		
836	PCH HOA			15,200	(15,200)		
846	Quilt Festival	300		525	(225)		175%
Total Revenues		\$ 15,788,216	\$ 550,508	\$ 8,148,794	\$ 7,639,422		52%

City of Winter
Summary of Expenditures
July 1, 2014 through March 31, 2015

Fund	Fund Description	Budget FY 14-15	March 2015 Actual	Year to Date Actual	% of Year Con 75%	
					Unspent Budget	% of Budget Spent
101	General Fund Expenditures by Department					
110	City Council	\$ 15,998	\$ 677	\$ 4,582	\$ 11,416	29%
120	City Clerk	17,492	633	6,872	10,620	39%
130	City Treasurer	401	27	243	158	61%
160	City Manager	38,608	6,141	49,457	-10,849	128%
161	Economic Development & Housing	40,933	1,861	41,561	-628	102%
163	Rogers Building			310	-310	
170	Administrative Services	182,941	20,708	144,873	38,068	79%
180	Finance	3,555	417	2,692	863	76%
210	Police Department	2,153,830	285,565	1,599,037	554,793	74%
310	Fire Department	767,712	34,307	498,263	269,449	65%
410	Community Development	137,307	7,691	74,661	62,646	54%
420	Building Inspections	292,349	20,246	149,196	143,153	51%
610	Public Works-Administration	398,168	21,761	189,974	208,194	48%
710	Recreation	17,900		4,229	13,671	24%
720	Community Center	107,013	5,593	58,842	48,171	55%
730	Swimming Pool	87,921	859	48,598	39,323	55%
	Total General Fund Expenditure	\$ 4,262,128	\$ 406,486	\$ 2,873,390	\$ 1,388,738	67%
104	Fireworks Fund	15,000		5,578	9,422	37%
106	Monitoring Fee			360	(360)	
108	Munchkin Summer Camp			16,206	(16,206)	
113	2007 Housing TABS		36	19,283	(19,283)	
201	Fire Prevention Grant	200			200	
211	City Wide Assessment	302,173	24,434	205,571	96,602	68%
221	Gas Tax Fund	522,616	12,365	115,649	406,967	22%
231	State COPS 1913	75,568	8,102	59,321	16,247	79%
233	Realignment	8,000		2,312	5,688	29%
251	Traffic Safety	3,500			3,500	
262	Street Grants	646,269			646,269	
278	Prop 84 Park Grant		9,765	15,220	(15,220)	
287	Afterschool Donations		(218)	(218)	218	
289	Dry Slough Bridge	1,341,229		1,902	1,339,327	
291	Beverage Recycling Grant	5,000	2,000	2,400	2,600	48%
294	Transportation	429,472	10,883	261,804	167,668	61%
299	After School Program	85,398	21,818	96,871	(11,473)	113%
304	2012 SACOG GRANT	88,000	(8,581)	6,120	81,880	7%
306	SACOG 2014			100,000	(100,000)	
319	11-HRPP-7851 City Park Grant	192,750	17,407	116,810	75,940	61%
321	EDBG 99-688 Buckhorn	19,580	1,450	9,233	10,347	47%
322	EDBG 405-Cradwick	5,548	2,375	17,391	(11,843)	313%
351	RLF Housing Rehab			309,403	(309,403)	
352	RLF Affordable Housing			3,357	(3,357)	
355	RLF Small Business		676	131,485	(131,485)	
356	RLF HOME Program			291	(291)	
357	Microenterprise			7,474	(7,474)	
358	Program Income			(3,067)	3,067	
382	VFA Grant			696,780	(696,780)	
411	Street Impact Fee	100,000		1,031	98,969	1%
412	Storm Drain Impact Fee			1,031	(1,031)	
413	Park & Recreation Impact Fee			1,031	(1,031)	
414	Public Safety Impact Fee			1,031	(1,031)	
415	Fire Impact Fee	155,429		1,031	154,398	1%
416	General Facility Impact Fee			1,031	(1,031)	
417	Water Impact Fee			1,031	(1,031)	
418	Sewer Impact Fee			1,031	(1,031)	
422	Landfill Capital	9,500		7,435	2,065	78%
427	Equipment Replacement Fund	255,475	(90,000)	225,978	29,497	88%
495	Monitoring Fee	54,948		5,966	48,982	11%
611	Water O & M	1,482,137	192,475	1,176,562	305,575	79%
615	07 Water Bonds	180,000		7,695	172,305	4%
616	Water Conservation Fund	45,100			45,100	
617	Water Meter Fund	6,000		1,495	4,505	25%
619	Water Debt Service			78,081	(78,081)	
621	Sewer O & M	2,724,212	204,461	1,700,245	1,023,967	62%
626	2007 Sewer Bond			6,868	(6,868)	
629	Sewer Debt Service			92,769	(92,769)	
651	Central Service Overhead		19		-	
652	CSO with PD and FD		(686)	(686)	(686)	
771	RORF	1,253,318	33,685	834,994	418,324	67%
773	2007 TABS	34,438	7,051	14,815	19,623	43%
781	RDA Long Term Debt	20,664		168,154	(147,490)	814%
821	Winters Library		3	4,060	(4,060)	
831	Swim Team	61,988		28,246	33,742	46%
833	Festival de la Comunidad			2,438	(2,438)	
846	Quilt Festival		110	137	(137)	
	Total Expenditures	\$ 14,385,640	\$ 856,116	\$ 9,434,426	\$ 4,949,842	66%

City of Winters
Fund Balance Report
Estimated Fund Balance as of March 31, 2015

Fund	Fund Name	Audited		Current Year Expenditures	Transfers In/(Out)	Estimated	
		Fund Balance June 30, 2014	Current Year Revenues			Fund Balance March 31, 2015	Change From 6/30/2014
101	General Fund	\$ 835,095	\$ 2,095,053	\$ 2,865,792	\$ (7,599)	\$ 56,757	\$ (778,338)
104	Fireworks Fund	(288.00)	2,609.00	5,578.00	-	(3,257.00)	(2,969.00)
105	Senior Fund	385.00	2.00	-	-	387.00	2.00
106	Monitoring Fee	-	2,005.00	360.00	-	1,645.00	1,645.00
107	City Park Maintenance	2,207.00	48.00	-	-	2,255.00	48.00
108	Munchkin Summer Camp	7,596.00	22,235.00	16,206.00	-	13,625.00	6,029.00
110	Housing Successor	(161,368.00)	62,880.00	-	-	(98,488.00)	62,880.00
113	2007 Housing TABS	1,260,516.00	1,493.00	19,283.00	-	1,242,726.00	(17,790.00)
201	Fire Prevention Grant	857.00	1.00	-	-	858.00	1.00
208	First Time Homebuyer	84,618.00	106.00	-	-	84,724.00	106.00
211	City Wide Assessment	70,253.00	102,487.00	205,571.00	-	(32,831.00)	(103,084.00)
212	Flood Assessment District	3,836.00	5.00	-	-	3,841.00	5.00
221	Gas Tax	98,890.00	119,578.00	115,649.00	-	102,819.00	3,929.00
231	State COPS 1913	(21,690.00)	68,143.00	59,321.00	-	(12,868.00)	8,822.00
233	Realignment Funds	49,184.00	17,245.00	2,312.00	-	64,117.00	14,933.00
251	Traffic Safety	161,927.00	2,771.00	-	-	164,698.00	2,771.00
252	Asset Forfeiture	10,931.00	12.00	-	-	10,943.00	12.00
254	Vehicle Theft Deterrent	50,216.00	21.00	-	-	50,237.00	21.00
278	Prop 84 Park	(126,229.00)	-	15,220.00	-	(141,449.00)	(15,220.00)
287	After School Program Contr	542.00	1.00	(218.00)	-	761.00	219.00
289	Dry Slough Bridge	(41,067.00)	-	1,902.00	-	(42,969.00)	(1,902.00)
291	Beverage Recycling Grant	22,693.00	5,028.00	2,400.00	-	25,321.00	2,628.00
294	Transportation	454,472.00	199,570.00	261,804.00	-	392,238.00	(62,234.00)
299	After School Program	139,264.00	91,144.00	96,871.00	-	133,537.00	(5,727.00)
304	2012 SACOG Grant	(22,735.00)	7,232.00	6,120.00	-	(21,623.00)	1,112.00
306	SACOG 2014	-	100,000.00	100,000.00	-	-	-
313	STBG-96-1043 Housing and P	(29,070.00)	-	-	-	(29,070.00)	-
319	CDBG Park Grant	(19,140.00)	-	116,810.00	-	(135,950.00)	(116,810.00)
321	EDBG 99-688 Buckhorn	-	9,233.00	-	(9,233.00)	-	-
322	EDBG 96-405 Cradwick	718.00	16,847.00	-	(17,391.00)	174.00	(544.00)
351	RLF Housing Rehabilitation	317,678.00	3,368.00	-	(309,403.00)	11,643.00	(306,035.00)
352	RLF Affordable Housing	20,782.00	2.00	-	(3,357.00)	17,427.00	(3,355.00)
355	RLF Small Business	117,002.00	7,125.00	-	(124,128.00)	(1.00)	(117,003.00)
356	RLF HOME Program	110,608.00	138.00	-	(291.00)	110,455.00	(153.00)
357	Micro Enterprise RLF	7,472.00	1.00	-	(7,474.00)	(1.00)	(7,473.00)
358	Program Income Fund	-	289.00	-	478,875.00	479,164.00	479,164.00
382	VFA Grant	-	658,938.00	696,780.00	-	(37,842.00)	(37,842.00)
411	Street Impact Fee	729,004.00	25,770.00	1,031.00	-	753,743.00	24,739.00
412	Storm Drain Impact Fee	189,921.00	851.00	1,031.00	-	189,741.00	(180.00)
413	Parks & Recreation Impact	(111,554.00)	-	1,031.00	-	(112,585.00)	(1,031.00)
414	Public Safety Impact Fee	242,867.00	4,963.00	1,031.00	-	246,799.00	3,932.00
415	Fire Impact Fee	272,842.00	10,848.00	1,031.00	-	282,659.00	9,817.00
416	General Facilities Impact	347,564.00	17,212.00	1,031.00	-	363,745.00	16,181.00
417	Water Impact Fee	435,390.00	5,203.00	1,031.00	-	439,562.00	4,172.00
418	Sewer Impact Fee	(198,527.00)	9,292.00	1,031.00	-	(190,266.00)	8,261.00
419	Flood Control Fee	229,642.00	287.00	-	-	229,929.00	287.00
421	General Fund Capital	552,978.00	691.00	-	-	553,669.00	691.00
422	Landfill Capital	198,849.00	244.00	7,435.00	-	191,658.00	(7,191.00)
427	Equipment Replacement Fund	599,274.00	33,889.00	225,978.00	190,343.00	597,528.00	(1,746.00)
429	Service Reserve Fund	1,002,770.00	649.00	-	-	1,003,419.00	649.00
481	General Plan 1992	606,414.00	-	-	5,966.00	612,380.00	5,966.00
482	Flood Control Study	(123,701.00)	2.00	-	-	(123,699.00)	2.00
492	RAJA Storm Drain	29,008.00	48.00	-	-	29,056.00	48.00
494	CARF	71,947.00	8,581.00	-	-	80,528.00	8,581.00
495	Monitoring Fee	-	5,966.00	-	(5,966.00)	-	-
496	Storm Drain Non-Flood	234.00	-	-	-	234.00	-
501	General Debt Service	56,277.00	70.00	-	-	56,347.00	70.00
611	Water O & M	4,113,749.00	897,146.00	912,626.00	(185,856.00)	3,912,413.00	(201,336.00)
612	Water Reserve	1,631,131.00	4,527.00	-	-	1,635,658.00	4,527.00
615	2007 Water Bonds	170,816.00	-	7,695.00	-	163,121.00	(7,695.00)
616	Water Conservation	20,204.00	11.00	-	-	20,215.00	11.00
617	Water Meter Fund	313,660.00	38,397.00	1,495.00	-	350,562.00	36,902.00
619	Water Debt Service Fund	(3,305,525.00)	-	-	90,000.00	(3,215,525.00)	90,000.00
621	Sewer O & M	4,742,423.00	1,308,164.00	1,407,967.00	(199,484.00)	4,443,136.00	(299,287.00)
626	2007 Sewer Bonds	2,118,292.00	-	-	(6,868.00)	2,111,424.00	(6,868.00)
629	Sewer Debt Service	(3,845,962.00)	76.00	-	111,865.00	(3,734,021.00)	111,941.00
771	RORF	(16,488,185.00)	742,973.00	834,994.00	168,154.00	(16,412,052.00)	76,133.00
772	RDA Trust	608,993.00	-	-	-	608,993.00	-
773	2007 TABS	34,451.00	14.00	14,815.00	-	19,650.00	(14,801.00)
781	RDA Long Term Debt	668,155.00	-	-	(168,154.00)	500,001.00	(168,154.00)
803	Elderberry Mitigation Fund	149,380.00	125.00	-	-	149,505.00	125.00
821	Winters Library	4,060.00	-	4,060.00	-	-	(4,060.00)
831	Winters Library	81,733.00	26,154.00	28,246.00	-	79,641.00	(2,092.00)
833	Festival de La Comunidad	6,443.00	3,008.00	2,438.00	-	7,013.00	570.00
835	Senior Foundation	-	1,080.00	-	-	1,080.00	1,080.00
836	PCH HOA	-	15,200.00	-	-	15,200.00	15,200.00
846	Quilt Festival	46.00	525.00	137.00	-	434.00	388.00
911	General Fixed Assets	23,570,556.00	-	-	-	23,570,556.00	-
Total Fund Balance		\$ 23,131,774	\$ 6,757,576	\$ 8,043,895	\$ (1)	\$ 21,845,454	\$ (1,286,320)