



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, June 21, 2016
6:30 p.m.
AGENDA

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*

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, June 7, 2016 (pp.5-10)
- B. Resolution 2016-11, a Resolution of the City Council of the City of Winters Amending the 2015-2016 Adopted Budget (pp. 11-15)
- C. Vintage Paving Contract- First Street Project (pp. 16-17)
- D. Resolution 2016-28, a Resolution of the City Council of the City of Winters Approving the Salary Schedule (pp. 18-28)
- E. Purchase of 6" Pump for Sewer/Storm Department (pp. 29-37)
- F. Addendum to the Professional Services Contract with Padilla and Associates for Labor Compliance Monitoring Services for the Walnut Park Construction Project (pp. 38-61)

PRESENTATIONS

Sacramento-Yolo Mosquito & Vector Control District (pp. 62-79)

DISCUSSION ITEMS

- 1. Public Hearing, Introduction and Waive the First Reading of Ordinance 2016-06, an Ordinance of the City Council of the City of Winters Amending the Existing Inclusionary Housing Ordinance (pp. 80-112)
- 2. City Engineer Services (pp. 113-114)
- 3. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference (pp. 115-119)

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

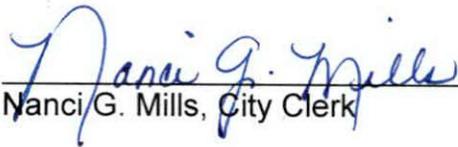
- 1. None
-

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 21, 2016 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 June 16, 2016, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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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.

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**Minutes of the Winters City Council Meeting
Held on June 7, 2016**

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

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu, and Mayor Cecilia Aguiar-Curry
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Economic Development/Housing Manager Dan Maguire, Police Chief Joe Kreins, Building Official Gene Ashdown, Environmental Services Manager Carol Scianna, and Management Analysts Jenna Moser and Tracy Jensen.

Jenna Moser led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Cowan, second by Council Member Neu to approve the agenda with no changes. Motion carried by the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 17, 2016
- B. Resolution 2016-18, A Resolution of the City Council of the City of Winters Authorizing the Submittal of an Application to the State of California Strategic Growth Council for Grant Funds under the Affordable Housing Sustainable Communities Program
- C. Amplified Sound Permit- July Gazebo Concerts WFOL
- D. BSK Amendment 3 Elderberry Monitoring Project – Nature Park
- E. Walnut Park Phase 2 – Materials Sampling and Testing, and Geotechnical Engineering Services
- F. Resolution 2016-17, 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

City Manager Donlevy gave a brief overview and said Item E, the agreement with KC Engineering for Walnut Park Phase 2, will be amended by adding a welding component. Council Member Cowan requested to recuse himself for Item E. Motion by Council Member Cowan, second by Council Member Neu to approve all consent items except Item E. Motion carried with the following vote:

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

Council Member Cowan stepped down from the dais.

Motion by Council Member Neu, second by Council Member Fridae to approve consent item E. Motion carried with the following vote:

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

Council Member Cowan returned to the dais at this time.

PRESENTATIONS: None

DISCUSSION ITEMS

1. **Public Hearing and Adoption of Resolution 2016-14, a Resolution of the City Council of the City of Winters Approving the Engineer's Report and Ordering the Levy and Collection of Assessments within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2016/2017**

City Manager Donlevy gave an overview. Mayor Aguiar-Curry opened the public hearing at 6:39 p.m. and closed the public hearing at 6:39 p.m. with no public comment. Mayor Aguiar-Curry asked about increasing the assessment fee to cover the City's costs in order to avoid accessing the General Fund.

Motion by Council Member Neu, second by Council Member Cowan to approve Resolution 2016-14 approving the Engineer's Report and Ordering the Levy and Collection of Assessments within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2016/2017. Motion carried with the following vote:

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

2. **Second Reading and Adoption of Ordinance 2016-05, an Ordinance of the City of Winters Approving the Amended and Restated Development Agreement By and Between the City of Winters and Turning Point Acquisitions V, LLC, for the Callahan Estates Subdivision**

City Manager gave a brief overview and confirmed the public hearing for this item had been held at the 5/17 City Council meeting.

Motion by Council Member Cowan, second by Council Member Fridae, to approve staff recommendation to waive the second reading and adopt Ordinance 2016-05 approving the amended and restated Development Agreement with Turning Point Acquisitions V, LLC, for the Callahan Estates Subdivision. Motion carried with the following vote:

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

3. **Street Naming Recommendation**

Management Analyst Jenna Moser gave an overview and said the committee met to discuss possible street names for the Winters Highlands subdivision, which is now known

as Stone's Throw subdivision. Jenna then read aloud the historical family information for the names that were chosen by the Street Naming Committee, which consists of Joann Larkey, Jack Graf, Harold Anderson, and Woody Fridae. The committee then met with Nicki Chapman and Newt Wallace for additional information about these historical families.

Mayor Aguiar-Curry liked the history given for each name and asked if any Hispanic names had been considered. Jenna replied that Ramos was selected and Council and Committee Member Fridae said there is an active list the committee was working from and to provide any requested names to Jenna to include on the list. City Manager Donlevy suggested the Hispanic Advisory Committee research and provide additional names to the committee and directed staff to include these and many other streets and their origins on the City's website. Council Member Cowan said he enjoyed the history behind the selections.

Motion by Council Member Fridae, second by Council Member Cowan to approve the street names for the Winters Highlands (Stone's Throw) subdivision. Motion carried with the following vote:

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

4. Resolution 2016-12, a Resolution of the City Council of the City of Winters for the Adoption of the 2016-2018 Budget

Director of Financial Management Shelly Gunby gave an overview and said this was the third time the City would be proposing a 2-year budget. Council Member Fridae asked what the biggest change has been and Shelly replied building permit fees for the large projects. The second year of the two-year budget will likely see an increase in TOT from the anticipated hotels. Shelly said she would like to see an increase in recurring revenues. There has not been much change in expenditures and no staff changes are anticipated until the second year, when one police officer and one fire engineer are budgeted.

Council Member Fridae asked about the decrease in property tax and whether the City has caught up yet and Shelly said we're almost there. Mayor Aguiar-Curry asked about the water rates and how the reduction in use has affected the bottom line. Chromium 6 is also an issue for Winters and throughout the entire State. Shelly said the current water rates went into effect in September, 2015.

Motion by Council Member Fridae, second by Council Member Cowan to approve Resolution 2016-12 approving and adopting a budget of estimated expenditures for Fiscal Years 2016-2017 and 2017-2018. Motion carried with the following vote:

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

5. **Reject Bid Protest and Award Construction Contract to Empire Landscaping for the Construction of Phase Two of Walnut Park**

Economic Manager Dan Maguire gave an overview. Motion by Council Member Cowan, second by Council Member Neu to adopt Resolution 2016-19, rejecting the bid protest submitted by Sierra Valley Construction, Inc. and approving and awarding a construction contract to Empire Landscaping, Inc. in the amount of \$547,000 for Walnut Park Phase II, Project No. 11-03. Motion carried with the following vote:

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

6. **Memorandums of Understanding (MOU) and Salary Resolutions**
- Resolution 2016-20, Miscellaneous Employees Association MOU
 - Resolution 2016-21, Mid-Management Employees Association MOU
 - Resolution 2016-22, Confidential Employees Association MOU
 - Resolution 2016-23, Manager's Series Employees MOU
 - Resolution 2016-24, Management (Dept. Head) Employees MOU
 - Resolution 2016-25, Police Officers Association MOU
 - Resolution 2016-26, Sergeant's Association MOU
 - Resolution 2016-27, Fire Personnel Rules and Benefits

Director of Administrative Services Nanci Mills gave an overview of the key points contained in the tentative agreements, including: a 1.5% COLA effective October 2015 and 2.5% COLA effective October 2016; increase in salary ranges to cover the employee PERS contribution due to PEPRA; increase/decrease in cafeteria plan for those employees who subscribe to the City's health insurance; vacation accrual cap of 500 hours on all MOUs; the notation of side letters of agreement due to the PERS audit, which will not have a direct impact the employees.

The Cesar Chavez holiday was asked by a few of the Associations to be recognized Saturday and Sunday as well as Monday through Friday, however the MOU's have it listed only Monday through Friday, as has been, and will continue as such unless the Council authorizes it. A management analyst position is being moved into an associate planner position with a new salary range and the building official is also being moved into a new class and salary range. The fire personnel rules reflect the current 24 hour work

schedule. Mayor Aguiar Curry asked if the vacation accrual was on a "use it or lose it" basis and Nanci replied there is a vacation cap at 500 hours and any vacation accrued from June 30th to June 30th that exceeds the 500 hour cap must be used or forfeited by all employees.

Motion by Council Member Neu, second by Council Member Fridae to approve staff recommendation and adopt Resolutions 2016-20, 2016-21, 2016-22, 2016-23, 2016-24, 2016-25, 2016-26, and 2016-27, as is, approving certain terms and conditions of employment for the City Associations and Salary Ranges. Motion carried with the following vote:

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

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

1. None

CITY MANAGER REPORT: Staff is currently interviewing and evaluating engineering companies as we are in the first year of a five year cycle. Exciting things are happening out at the PG&E project - they will be laying down pavement next week. Kudos to Gene, 4Leaf, our engineering staff and the general contractor, DPR, who have been exceptional throughout the process.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting to Preserve at 7:26 p.m. to await election results.

Cecilia Aguiar-Curry, MAYOR

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 21, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Budget Adjustments for Fiscal Year 2015-2016

RECOMMENDATION:

Approve Resolution 2016-11 Approving Budget Adjustments for Fiscal Year 2015-2016.

BACKGROUND:

On June 7, 2016, the City Council approved the MOU's (Memorandum of Understanding) for all represented groups within the City of Winters staff. These MOU's addressed several issues beyond the pay rate of each group, including but not limited to:

1. Adjusting the pay rates of all non-police CalPERS member employees to provide for the ability of the individual employee to pay the employee share of the CalPERS rate. In the past, the city paid the CalPERS for all non-police employees. Pay rates were adjusted so that the requirement that the employee pay their own CalPERS contribution made a minimal impact on the employee's take home pay. The passage of PEPRA (Public Employee Pension Reform Act) requires that all employees hired after January 2012 pay the employee portion of CalPERS, and strongly recommends that all employee's pay the employee share of CalPERS contributions beginning in 2018. Due to the number of recent hires that are subject to PEPRA, requiring all employees to pay the employee share of CalPERS instead of just the PEPRA employees seemed an equitable solution to adhering to the PEPRA requirements.
2. During our annual audit for the year 2014-2015, our independent auditors suggested that the City of Winters look at a policy in which the accrual of vacation time was capped at a particular limit. Staff investigated with other agencies and implemented a 500 hour maximum cap on vacation accruals in the MOU's that were adopted on June 7, 2016. In implementing the program, staff recommended a 1 time pay out of the vacation amounts

that employees have in excess of 500 hours. There were 5 employees subject to this cash out, and staff proposed using funds from the service reserve fund to allow for this one time expenditure to reduce the unfunded liability for the City.

3. Chief Gutierrez retired on December 30, 2015 and cashed out all available accumulated leaves when he left, additionally we hired Chief Kreins to be our interim Chief while we recruited for a new Chief. None of these changes were anticipated and added additional costs for the Police Department.

The items mentioned above were not included in the budget as adopted in June of 2014, nor were they anticipated at the time the budget was prepared and adopted. The implementation of the employee paying the employee portion of CalPERS, and the limit on the accrual of vacation time require that budget adjustments be made so that when comparing budgeted expenditures to actual expenditures, there is not a big discrepancy. The change in the Police Department budget alone is \$98,413.80 higher than originally budgeted, this includes the cash out of the leave balances of the retired Chief and additional costs of recruitment and staffing.

The implementation of items 1 and 2 above move the City of Winters in the direction of beginning to reduce the unfunded liabilities that show on the financial statements. The City of Winters is no longer liable for paying the employee portion of CalPERS contribution and has made a significant reduction in the leave accrual balances, reducing it by about 35% from the June 30, 2015 balance.

FISCAL IMPACT:

- Increased COPS Cost of \$483.81
- Increased Water Fund Costs of \$12,731.56
- Decreased Sewer Fund Costs of \$38,382.99
- Increased City Wide Assessment District Costs of \$5,170.98
- Increased Street Fund Cost of \$642.35
- Increased General Fund Cost of \$186,489.81
- Increased Service Reserve Fund Cost of \$195,706.39

ATTACHMENTS:

Resolution 2016-11

RESOLUTION 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING THE CITY OF WINTERS 2015-2016 ADOPTED OPERATING BUDGET

WHEREAS, On June 17, 2014 the City Council of the City of Winters adopted the operating budget for Fiscal Year 2014-2015 and 2015-2016; and

WHEREAS, certain items pertaining to staff compensation have been recommended to the City Council: and

WHEREAS, the City Council has deliberated on the recommendations pertaining to staff compensation: and

WHEREAS, the City Council has adopted the Memorandum of Understandings (MOU'S) for all bargaining units on June 7, 2016, that contain increases in pay, employee's paying the employee portion of the CalPERS, and a limit on the amount of accrued vacation an employee; and

WHEREAS, the approval of the Memorandum of Understandings included increased costs for the City of Winters, impacting the budget adopted on June 17, 2014, and necessitating the need for adjustments to the budget to reflect the decisions approved by the City Council;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2015-2016 be amended as follows:

Section 1: Changes in budgeted expenditures in the following funds and accounts for fiscal year 2015-2016:

101-50100-160	full time salaries	\$ 10,004.03	101-50700-310	Longevity	\$ 1,641.58	101-51100-310	Employee PERS	\$ (14,740.83)
101-50100-161	full time salaries	\$ 4,523.47	101-50600-160	Sick Incentive	\$ 113.88	101-51000-160	Employer PERS	\$ (451.37)
101-50100-170	full time salaries	\$ 1,933.28	101-50600-161	Sick Incentive	\$ 52.74	101-51000-161	Employer PERS	\$ 1,143.56
101-50100-180	full time salaries	\$ 8,263.22	101-50600-170	Sick Incentive	\$ 24.13	101-51000-170	Employer PERS	\$ 2,678.99
101-50100-610	full time salaries	\$ 9,370.89	101-50600-180	Sick Incentive	\$ 94.17	101-51000-180	Employer PERS	\$ 5,515.47
611-50100-630	full time salaries	\$ 12,094.05	101-50600-610	Sick Incentive	\$ 105.42	101-51000-610	Employer PERS	\$ (1,579.48)
621-50100-640	full time salaries	\$ 1,545.99	101-50600-630	Sick Incentive	\$ 134.94	611-51000-630	Employer PERS	\$ (3,243.69)
211-50100-650	full time salaries	\$ 2,150.30	621-50600-640	Sick Incentive	\$ 18.23	621-51000-640	Employer PERS	\$ (15,865.38)
101-50100-210	full time salaries	\$ (42,060.09)	211-50600-650	Sick Incentive	\$ 23.79	211-51000-650	Employer PERS	\$ 343.01
231-50100-210	full time salaries	\$ 1,938.75	101-50600-210	Sick Incentive	\$ (980.24)	101-51000-210	Employer PERS	\$ 12,257.17
102-50100-420	full time salaries	\$ 11,397.77	231-50600-210	Sick Incentive	\$ 21.45	231-51000-210	Employer PERS	\$ 915.83
101-50100-310	full time salaries	\$ 19,864.51	102-50600-420	Sick Incentive	\$ 39.30	102-51000-420	Employer PERS	\$ (82.65)
101-50500-180	Bilingual	\$ 3,800.00	101-50600-310	Sick Incentive	\$ 393.98	101-51000-310	Employer PERS	\$ (1,901.88)
611-50200-630	Overtime	\$ 49.17	101-50400-160	Unused Benefits	\$ 5,804.89	101-50850-160	457K Match	\$ 559.07
621-50200-640	Overtime	\$ 49.17	101-50400-161	Unused Benefits	\$ (644.48)	101-50850-161	457K Match	\$ 373.05
101-50200-210	Overtime	\$ 2,057.29	101-50400-170	Unused Benefits	\$ (9,358.08)	101-50850-170	457K Match	\$ 395.50
101-50200-310	Overtime	\$ 4,830.05	101-50400-180	Unused Benefits	\$ 2,033.74	101-50850-180	457K Match	\$ 496.50
101-50164-160	Holiday	\$ 613.22	101-50400-610	Unused Benefits	\$ 10,470.77	101-50850-610	457K Match	\$ 165.63
101-50164-161	Holiday	\$ 283.99	611-50400-630	Unused Benefits	\$ 735.87	611-50850-630	457K Match	\$ 103.55
101-50164-162	Holiday	\$ 129.94	621-50400-640	Unused Benefits	\$ 12,861.60	621-50850-640	457K Match	\$ 356.74
101-50164-170	Holiday	\$ 507.04	211-50400-650	Unused Benefits	\$ 894.94	101-50850-210	457K Match	\$ (9,250.00)
101-50164-180	Holiday	\$ 567.66	101-50400-210	Unused Benefits	\$ (7,543.21)	102-50850-420	457K Match	\$ (658.85)
611-50164-630	Holiday	\$ 729.84	231-50400-210	Unused Benefits	\$ (535.54)	101-99998-160	Allocations	\$ (16,690.98)
621-50164-640	Holiday	\$ 101.45	102-50400-420	Unused Benefits	\$ 1,812.34	101-99998-170	Allocations	\$ (4,378.91)
211-50164-650	Holiday	\$ 128.11	101-50400-310	Unused Benefits	\$ (16,307.34)	101-99998-180	Allocations	\$ (1,166.52)
101-50164-210	Holiday	\$ (5,278.17)	101-50900-160	Insurance	\$ (9,645.87)	102-99998-410	Allocations	\$ (2,170.88)
231-50164-210	Holiday	\$ 115.50	101-50900-161	Insurance	\$ 1,557.52	101-99998-610	Allocations	\$ (3,886.94)
101-50164-310	Holiday	\$ 2,564.62	101-50900-170	Insurance	\$ 20,565.69	101-99998-210	Allocations	\$ 4,325.43
101-50161-160	vacation	\$ 219.00	101-50900-180	Insurance	\$ (1,806.05)	221-99998-180	Allocations	\$ 156.48
101-50161-161	vacation	\$ 101.42	101-50900-610	Insurance	\$ 27,709.02	221-99998-660	Allocations	\$ 485.87
101-50161-170	vacation	\$ 46.41	611-50900-630	Insurance	\$ (2,255.29)	611-99998-160	Allocations	\$ 9,296.24
101-50161-180	vacation	\$ 181.09	621-50900-640	Insurance	\$ (34,527.18)	611-99998-170	Allocations	\$ 565.02
101-50161-610	vacation	\$ 202.73	211-50900-650	Insurance	\$ 3,300.80	611-99998-180	Allocations	\$ 327.20
611-50161-630	vacation	\$ 259.48	101-50900-210	Insurance	\$ 24,151.68	611-99998-420	Allocations	\$ 1,085.44
621-50161-640	vacation	\$ 35.06	231-50900-210	Insurance	\$ 186.00	611-99998-630	Allocations	\$ 2,064.94
211-50161-650	vacation	\$ 45.75	102-50900-420	Insurance	\$ (5,835.16)	621-99998-160	Allocations	\$ 6,549.62
101-50161-210	vacation	\$ 85,658.66	101-50900-310	Insurance	\$ 32,760.32	621-99998-170	Allocations	\$ 565.02
231-50161-210	vacation	\$ 41.25	101-50120-160	Part Time	\$ 22,650.00	621-99998-180	Allocations	\$ 426.78
102-50161-420	vacation	\$ 915.93	101-50120-180	Part Time	\$ (8,750.00)	621-99998-410	Allocations	\$ 1,085.44
101-50161-310	vacation	\$ 909.18	101-50120-610	Part Time	\$ (31,332.00)	621-99998-640	Allocations	\$ 1,032.47
101-50162-160	Sick Leave	\$ 262.81	102-50120-410	Part Time	\$ 33,350.00	211-99998-180	Allocations	\$ 85.36
101-50162-161	Sick Leave	\$ 121.71	101-50120-410	Part Time	\$ 35,336.60	429-50161-180	Vacation	\$ 16,802.40
101-50162-170	Sick Leave	\$ 55.69	101-50800-160	Payroll Taxes	\$ 3,365.33	429-50800-180	Payroll taxes	\$ 159.12
101-50162-180	Sick Leave	\$ 217.31	101-50800-161	Payroll Taxes	\$ 358.19	429-50161-170	Vacation	\$ 50,378.01
101-50162-610	Sick Leave	\$ 243.28	101-50800-170	Payroll Taxes	\$ (511.56)	429-50800-170	Payroll taxes	\$ 397.80
611-50162-630	Sick Leave	\$ 311.38	101-50800-180	Payroll Taxes	\$ 900.26	429-50161-161	Vacation	\$ 3,403.92
621-50162-640	Sick Leave	\$ 42.08	101-50800-610	Payroll Taxes	\$ 1,615.56	429-50800-161	Payroll taxes	\$ 260.40
211-50162-650	Sick Leave	\$ 54.90	611-50800-630	Payroll Taxes	\$ 1,098.85	429-50161-160	Vacation	69,721.26
101-50162-210	Sick Leave	\$ 26,176.59	621-50800-640	Payroll Taxes	\$ 1,124.78	429-50800-160	Payroll taxes	5,333.68
231-50162-210	Sick Leave	\$ 49.50	211-50800-650	Payroll Taxes	\$ 252.28	429-50161-420	Vacation	45,749.93
102-50162-420	Sick Leave	\$ 1,099.12	102-50800-410	Payroll Taxes	\$ 2,831.28	429-50800-420	Payroll taxes	3,499.87
101-50162-310	Sick Leave	\$ 909.18	101-50800-210	Payroll Taxes	\$ (9,038.85)			
101-50165-160	Admin Leave	\$ 289.25	231-50800-210	Payroll Taxes	\$ 127.23			
101-50165-161	Admin Leave	\$ 243.41	102-50800-420	Payroll Taxes	\$ 1,186.34			
101-50165-170	Admin Leave	\$ 247.84	101-50800-310	Payroll Taxes	\$ 583.36			
101-50165-180	Admin Leave	\$ 217.31	101-51100-160	Employee PERS	\$ (13,030.42)			
101-50165-610	Admin Leave	\$ 157.61	101-51100-160	Employee PERS	\$ (5,026.28)			
611-50165-630	Admin Leave	\$ 98.54	101-51100-170	Employee PERS	\$ (8,025.86)			
621-50165-640	Admin Leave	\$ 98.54	101-51100-180	Employee PERS	\$ (10,501.75)			
101-50165-210	Admin Leave	\$ (5,125.61)	101-51100-610	Employee PERS	\$ (11,623.74)			
102-50165-420	Admin Leave	\$ (3,141.69)	611-51100-630	Employee PERS	\$ (10,723.97)			
101-50700-160	Longevity	\$ 374.00	621-51100-640	Employee PERS	\$ (13,883.40)			
101-50700-170	Longevity	\$ 223.75	211-51100-650	Employee PERS	\$ (2,108.26)			
101-50700-180	Longevity	\$ 223.75	101-51100-210	Employee PERS	\$ (4,756.02)			
101-50700-210	Longevity	\$ (4,288.00)	231-51100-210	Employee PERS	\$ (2,465.54)			
231-50700-210	Longevity	\$ 89.38	102-51100-420	Employee PERS	\$ (5,537.88)			

PASSED AND ADOPTED by the City Council, City of Winters, this 21st day of June 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: June 21, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Street Maintenance agreement with Vintage Paving

RECOMMENDATION: Approve street maintenance agreement with Vintage Paving for budgeted approved amount of no more than \$42,000.

BACKGROUND: In January of 2016 city staff had an engineering firm do an assessment on our city wide street condition and found that overall the city is in good condition with some specific streets that are rated under fair condition. First Street from Abbey to Main was one of those locations that had a PCI (Pavement Condition Index) of 46 which is considered poor condition. This section of First Street has spider web cracking throughout and most recently started to break apart where it meets Main Street. Staff went out to bid in May for a grind and repave repair and had just one company bid on the project. Vintage Paving was the only contractor to bid on the project.

FISCAL IMPACT: Estimate is not to exceed \$42,000 which has already been budgeted and approved by Council.



VINTAGE PAVING COMPANY, INC.

General Engineering Contractors
Lic. #709237

119 Main Street • P.O. Box 461 • Winters, CA 95694
Business Phone: (530) 795-0132 • Fax: (530) 795-5734

To: City Of Winters	Contact:
Address: Winters, CA	Phone:
	Fax:
Project Name: First Street Winters	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove And Replace 3in AC	10,500.00	SF	\$3.81	\$40,005.00
Total Bid Price:					<u>\$40,005.00</u>

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vintage Paving Company, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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TO: Honorable Mayor and Council Members

DATE: June 21, 2016

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

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

SUBJECT: Resolution 2016-28 Modifying the Employee Salary Schedule

RECOMMENDATION:

Staff respectfully recommends that the City Council adopt Resolution 2016-28, Approving Salary Ranges.

BACKGROUND:

At the June 7th Council Meeting this Resolution was included to be approved with all the MOU's, however the number was not read in the motion, staff felt it needed to be returned to make sure it was approved.

The current Salary Schedule between the City of Winters (City) and the Associations expired on September 30, 2015, but do continue until a new MOU is adopted.

The City and the Associations have agreed to a two year contract effective the first full payroll in October 2015 through September 30, 2017. The new Salary Ranges reflect a 1.5% Cost of Living Increase (COLA) effective October 2015 and a 2.5% COLA effective October 2016.

FISCAL IMPACT:

\$70,000 which is included in the budget (this was included in the staff report covering all MOU's and Salary Ranges



RESOLUTION NO. 2016-28

**SALARY SCHEDULE
CITY OF WINTERS**

**Effective
October 2015**

**City of Winters
Effective October 2015**

<u>BENEFIT UNIT & POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		A	B	C	D	E		
MM	Accounting Technician	\$3,478	\$3,652	\$3,834	\$4,026	\$4,227	\$41,736	\$50,724
MI	Administrative Assistant (v)	\$3,622	\$3,803	\$3,993	\$4,193	\$4,403	\$43,464	\$5,316
MM	Administrative Coordinator - Police Dept.	\$6,372	\$6,691	\$7,025	\$7,376	\$7,745	\$76,464	\$92,940
MM	Assistant Planner*	\$5,479	\$5,753	\$6,040	\$6,342	\$6,660	\$65,748	\$79,920
MM	Buiding Official*	\$6,335	\$6,651	\$6,984	\$7,333	\$7,700	\$76,020	\$92,400
F	Captain - Fire	\$6,183	\$6,492	\$6,817	\$7,158	\$7,516	\$74,196	\$90,192
E	City Clerk					\$80	\$960	\$960
E	City Council					\$180	\$2,160	\$2,160
E	Mayor					\$180	\$2,160	\$2,160
CON	City Manager					\$11,797	\$141,564	\$141,564
POA	Community Services Officer	\$3,005	\$3,156	\$3,313	\$3,479	\$3,653	\$36,060	\$41,748
PO	Corporal	\$5,158	\$5,406	\$5,666	\$5,940	\$6,227	\$61,896	\$74,724
DH	Director of Administrative Services	\$8,167	\$8,575	\$9,004	\$9,454	\$9,927	\$98,004	\$119,124
DH	Director of Community Development (v)	\$8,167	\$8,575	\$9,004	\$9,454	\$9,927	\$98,004	\$119,124
DH	Director of Financial Management	\$8,167	\$8,575	\$9,004	\$9,454	\$9,927	\$98,004	\$119,124
M	Environmental Services Manager	\$6,335	\$6,651	\$6,984	\$7,333	\$7,700	\$76,020	\$92,400
C	Executive Asst. to City Manager (v)	\$3,533	\$3,710	\$3,895	\$4,090	\$4,294	\$42,396	\$51,528
F	Engineer - Fire (v)	\$5,477	\$5,750	\$6,038	\$6,340	\$6,657	\$65,724	\$79,884
MM	Facilities Manager	\$5,859	\$6,152	\$6,459	\$6,782	\$7,121	\$70,308	\$85,452
F	Fire Chief	\$8,167	\$8,575	\$9,004	\$9,454	\$9,927	\$98,004	\$119,124
F	Firefighter	\$5,252	\$5,515	\$5,791	\$6,080	\$6,384	\$63,024	\$76,608
MM	Grant Writer (v)	\$4,392	\$4,611	\$4,842	\$5,084	\$5,338	\$52,704	\$64,056
DH	Housing Manager	\$8,167	\$8,575	\$9,004	\$9,454	\$9,927	\$98,004	\$119,124
PO	Lieutenant (v)	\$6,531	\$6,857	\$7,200	\$7,560	\$7,938	\$78,372	\$95,256
MI	Maintenance Worker - I	\$2,502	\$2,627	\$2,759	\$2,896	\$3,041	\$30,024	\$36,492
MI	Maintenance Worker - II	\$3,309	\$3,475	\$3,649	\$3,831	\$4,023	\$39,708	\$48,276
MI	Maintenance Worker - III - Senior	\$4,022	\$4,223	\$4,434	\$4,656	\$4,889	\$48,264	\$58,668
MI	Maintenance Worker - IV - Field Supervisor	\$4,892	\$5,136	\$5,393	\$5,663	\$5,946	\$58,704	\$71,352

**City of Winters
Effective October 2015**

<u>BENEFIT UNIT & POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		A	B	C	D	E		
C	Management Analyst - Administration	\$4,392	\$4,611	\$4,842	\$5,084	\$5,338	\$52,704	\$64,056
MM	Management Analyst - Community Development	\$4,392	\$4,611	\$4,842	\$5,084	\$5,338	\$52,704	\$64,056
MM	Management Analyst - Finance	\$4,392	\$4,611	\$4,842	\$5,084	\$5,338	\$52,704	\$64,056
MI	Permit Technician	\$3,304	\$3,469	\$3,643	\$3,825	\$4,016	\$39,648	\$48,192
DH	Police Chief	\$8,268	\$8,682	\$9,116	\$9,571	\$10,050	\$99,216	\$120,600
PO	Police Officer	\$4,958	\$5,206	\$5,466	\$5,740	\$6,027	\$59,496	\$72,324
PO	Corporal	\$5,158	\$5,406	\$5,666	\$5,940	\$6,227	\$61,896	\$74,724
PO	Lieutenant (v)	\$6,531	\$6,857	\$7,200	\$7,560	\$7,938	\$78,372	\$95,256
S	Sergeant	\$5,798	\$6,088	\$6,392	\$6,712	\$7,047	\$69,576	\$84,564
M	Public Works Superintendent	\$6,335	\$6,651	\$6,984	\$7,333	\$7,700	\$76,020	\$92,400
MI	Records Clerk I	\$2,574	\$2,702	\$2,837	\$2,979	\$3,128	\$30,888	\$37,536
MI	Records Clerk II	\$2,828	\$2,969	\$3,118	\$3,274	\$3,438	\$33,936	\$41,256
MI	Recreation Coordinator (v)	\$2,577	\$2,706	\$2,841	\$2,983	\$3,132	\$30,924	\$37,584
S	Sergeant	\$5,798	\$6,088	\$6,392	\$6,712	\$7,047	\$69,576	\$84,564
E	Treasurer					\$25	\$300	\$300

City of Winters
Effective January 2016 - Pool Employees Effective July 2016

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Hourly Rate/Range

PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	12.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Cashier	10.00
PT	Community Center Attendant	10.00 -16.00
PT	CSO Records	18.50
PT	Fire Secretary	18.50
PT	Intern	10.00-35.00
PT	Lifeguard I**	10.25
PT	Lifeguard II**	11.25
PT	Lifeguard III**	12.25
PT	Lifeguard IV**	13.25
PT	Pool Manager**	18.25
PT	Project Management	10.00-35.00
PT	Recreation Leader I	10.00
PT	Recreation Leader II	10.50
PT	Recreation Leader III	11.00
PT	Recreation Leader IV	11.50
PT	Recreation Director	14.25
PT	Supervising Lifeguard**	15.25

City of Winters

Key to Benefit Codes

C = Confidential

CON = Contract

DH = Department Head

F = Fire

E = Elected

M = Manager

MM = Mid Manager

MI = Miscellaneous

PT = Part Time

S = Sergeants

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%

Employee pays Employees Share of Safety Member Contribution of 9%

* New Budgeted Positions effective FY 2016 (1st paycheck in July)

**Pool Position Rates Effective FY 2016 (1st paycheck in July)

1.5% COLA for permanent full-time employees

**City of Winters
Effective October 2016**

<u>BENEFIT UNIT & POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		A	B	C	D	E		
MM	Accounting Technician	\$3,565	\$3,743	\$3,930	\$4,127	\$4,333	\$42,780	\$51,996
MI	Administrative Assistant (v)	\$3,713	\$3,898	\$4,093	\$4,298	\$4,513	\$44,556	\$54,156
MM	Administrative Coordinator - Police Dept.	\$6,531	\$6,858	\$7,201	\$7,561	\$7,939	\$78,372	\$95,268
MM	Assistant Planner*	\$5,616	\$5,897	\$6,191	\$6,501	\$6,826	\$67,392	\$81,912
MM	Buiding Official*	\$6,493	\$6,818	\$7,158	\$7,516	\$7,892	\$77,916	\$94,704
F	Captain - Fire	\$6,338	\$6,655	\$6,987	\$7,337	\$7,704	\$76,056	\$92,448
E	City Clerk					\$80	\$960	\$960
E	City Council					\$180	\$2,160	\$2,160
E	Mayor					\$180	\$2,160	\$2,160
CON	City Manager					\$12,092	\$145,104	\$145,104
POA	Community Services Officer	\$3,081	\$3,235	\$3,235	\$3,396	\$3,744	\$36,972	\$44,928
PO	Corporal	\$5,282	\$5,536	\$5,803	\$6,083	\$6,377	\$63,384	\$76,524
DH	Director of Administrative Services	\$8,371	\$8,790	\$8,229	\$9,691	\$10,175	\$100,452	\$122,100
DH	Director of Community Development (v)	\$8,371	\$8,790	\$8,229	\$9,691	\$10,175	\$100,452	\$122,100
DH	Director of Financial Management	\$8,371	\$8,790	\$8,229	\$9,691	\$10,175	\$100,452	\$122,100
M	Environmental Services Manager	\$6,493	\$6,818	\$7,158	\$7,516	\$7,892	\$77,916	\$94,704
C	Executive Asst. to City Manager (v)	\$3,621	\$3,802	\$3,992	\$4,192	\$4,402	\$43,452	\$52,824
F	Engineer - Fire (v)	\$5,614	\$5,894	\$6,189	\$6,498	\$6,823	\$67,368	\$81,876
MM	Facilities Manager	\$6,005	\$6,306	\$6,621	\$6,952	\$7,299	\$72,060	\$87,588
F	Fire Chief	\$8,371	\$8,790	\$8,229	\$9,691	\$10,175	\$100,452	\$122,100
F	Firefighter	\$5,384	\$5,653	\$5,935	\$6,232	\$6,544	\$64,608	\$78,528
MM	Grant Writer (v)	\$4,502	\$4,727	\$4,963	\$5,211	\$5,472	\$54,024	\$65,664
DH	Housing Manager	\$8,371	\$8,790	\$8,229	\$9,691	\$10,175	\$100,452	\$122,100
PO	Lieutenant (v)	\$6,694	\$7,028	\$7,380	\$7,749	\$8,136	\$80,328	\$97,632
MI	Maintenance Worker - I	\$2,565	\$2,693	\$2,828	\$2,969	\$3,117	\$30,780	\$37,404
MI	Maintenance Worker - II	\$3,392	\$3,562	\$3,740	\$3,927	\$4,123	\$40,704	\$49,476
MI	Maintenance Worker - III - Senior	\$4,122	\$4,329	\$4,545	\$4,772	\$5,011	\$49,464	\$60,132
MI	Maintenance Worker - IV - Field Supervisor	\$5,014	\$5,265	\$5,528	\$5,805	\$6,095	\$60,618	\$73,140

City of Winters
Effective October 2016

<u>BENEFIT UNIT & POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		A	B	C	D	E		
C	Management Analyst - Administration	\$4,502	\$4,727	\$4,963	\$5,211	\$5,472	\$54,024	\$65,664
MM	Management Analyst - Community Development	\$4,502	\$4,727	\$4,963	\$5,211	\$5,472	\$54,024	\$65,664
MM	Management Analyst - Finance	\$4,502	\$4,727	\$4,963	\$5,211	\$5,472	\$54,024	\$65,664
MI	Permit Technician	\$3,387	\$3,556	\$3,734	\$3,920	\$4,116	\$40,644	\$49,392
DH	Police Chief	\$8,475	\$8,899	\$9,344	\$9,811	\$10,301	\$101,700	\$123,612
PO	Police Officer	\$5,082	\$5,336	\$5,603	\$5,883	\$6,177	\$60,984	\$74,124
PO	Corporal	\$5,282	\$5,536	\$5,803	\$6,083	\$6,377	\$63,384	\$76,524
PO	Lieutenant (v)	\$6,694	\$7,028	\$7,380	\$7,749	\$8,136	\$80,328	\$97,632
S	Sergeant	\$5,943	\$6,240	\$6,552	\$6,879	\$7,223	\$71,316	\$86,676
M	Public Works Superintendent	\$6,493	\$6,818	\$7,158	\$7,516	\$7,892	\$77,916	\$94,704
MI	Records Clerk I	\$2,638	\$2,770	\$2,908	\$3,054	\$3,207	\$31,656	\$38,484
MI	Records Clerk II	\$2,899	\$3,044	\$3,196	\$3,356	\$3,523	\$34,788	\$42,276
MI	Recreation Coordinator (v)	\$2,641	\$2,773	\$2,912	\$3,058	\$3,211	\$31,692	\$38,532
S	Sergeant	\$5,943	\$6,240	\$6,552	\$6,879	\$7,223	\$71,316	\$86,676
E	Treasurer					\$25	\$300	\$300

**City of Winters
Effective January 2017**

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Hourly Rate/Range

PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	12.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Cashier	10.50
PT	Community Center Attendant	10.50 -16.00
PT	CSO Records	18.50
PT	Fire Secretary	18.50
PT	Intern	10.50-35.00
PT	Lifeguard I**	10.75
PT	Lifeguard II**	11.75
PT	Lifeguard III**	12.75
PT	Lifeguard IV**	13.75
PT	Pool Manager**	18.25
PT	Project Management	10.50-35.00
PT	Recreation Leader I	10.00
PT	Recreation Leader II	10.50
PT	Recreation Leader III	11.00
PT	Recreation Leader IV	11.50
PT	Recreation Director	14.25
PT	Supervising Lifeguard**	15.25

City of Winters

Key to Benefit Codes

C = Confidential

CON = Contract

DH = Department Head

F = Fire

E = Elected

M = Manager

MM = Mid Manager

MI = Miscellaneous

PT = Part Time

S = Sergeants

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%

Employee pays Employees Share of Safety Member Contribution of 9%

* New Budgeted Positions effective FY 2016 (1st paycheck in July)

**Pool Position Rates Effective FY 2016 (1st paycheck in July)

2.5% COLA for permanent full-time employees

Passed and adopted this 21st day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSENT:

CITY OF WINTERS

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 21, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Purchase of 6 "Trash Pump Sewer/Storm Water Department

RECOMMENDATION: Staff recommends Council approval of purchase of 6" Wacker Neuson PT6LT Trash Pump to be used in Sewer and Storm water departments in the amount not to exceed \$17,699.19

BACKGROUND: Staff has received four quotes and has selected of 6" Wacker Neuson PT6LT to be purchased from Holt of California. This unit will replace the current Allis Chalmers pump which is 30 years old and not in compliance with current Yolo Solano Air Quality (YSAQMD) Standards. The new unit is below the threshold for YSAQMD Standards and will not need to be registered in their program, which will save money and staff time since ongoing renewals won't be necessary. The new unit does have a Tier 4 diesel engine, therefore it does meet current standards.

The Wacker pump can be used to pump storm water in the event of any neighborhood flooding concerns. The pump will also be used to pump wastewater at treatment facilities, when there is a need to empty ponds for servicing or other maintenance needs. The pump can pump 1300 gpm, Holt brought a similar unit out to the ponds recently for a demo and the Public Works staff is confident that the unit will be able to handle the needs of their department.

FISCAL IMPACT: Funds have been allocated from the Sewer Capital Fund



2121 EAST MONTE VISTA AVENUE, VACAVILLE, CA 95688
 VACAVILLE (707) 455-7600

Sales Invoice

Reference V3904401

Invoice Amount: \$17,699.19
 Invoice Date: 06/09/2016



Bill to: Customer: 6344500
 CITY OF WINTERS
 318 1ST ST
 WINTERS, CA 95694 1923

Jobsite: 318 FIRST ST
 Contact: ERIC LUCERO
 Phone: 530-681-1529
 318 FIRST ST
 WINTERS, CA

Signed By:
 Ordered By: ERIC LUCERO

Written By: Chris Barnes
 Sales Rep: DARREN TIERNEY VACAVILLE
 PO #: 6" PUMP SALE

Any on-road heavy-duty diesel, alternative-diesel, or off-road diesel vehicle, operated in California, may be subject to the California Air Resources Board In-Use On-Road (Truck and Bus) or In-Use Off-Road Diesel Vehicle Regulations. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <http://www.arb.ca.gov/dieseltruck> for the Truck and Bus Regulation or <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm> for the Off-Road Regulation.

QTY	DESCRIPTION	TOTALS
Sales Items		
1	ID NO: CRS161107 SERIAL NO: 24316781 PUMP TRASH 6" - PUMP TRSH6	15,933.39
	INITIAL BELOW, ACKNOWLEDGING RECEIPT OF THE C.A.R.B. OPERATING AND RECORD KEEPING INSTRUCTIONS AND OPERATOR LOG X _____	
1	ID NO: 5497016 SERIAL NO: 5497016 HOSE 6" X 20' SUCTION - 6"	530.97
	CAL SALES TAX 7.50%	1,234.83

Please Remit Payment To:
Holt of California
PO Box 100001
Sacramento, CA 95813
Credit Department 877-379-6620

Invoice Total 17,699.19

Applicable sales/use tax will be added to all rental invoices. Maximum usage for single shift rates above: Daily/8hrs, Weekly/40hrs, 4Week/160hrs. Overtime will be charged for any usage in excess of these amounts, calculated at 1/8th of the Daily rate, 1/40th of the Weekly rate and 1/160th of the 4 Week rate.

TERMS OF PAYMENT: NET 10 for all equipment purchases and rental transactions; DUE ON THE 10th OF THE MONTH FOLLOWING THE INVOICE DATE for all parts and service transactions. A FINANCE CHARGE OF 1.5% per month will be applied to all past due invoices. In the event the account becomes delinquent, the customer will pay the costs of collection including reasonable accrued attorney fees and court costs incurred by Holt of California in collecting any indebtedness of customer to Holt of California.



**WACKER
NEUSON**
all it takes!

PT6LT

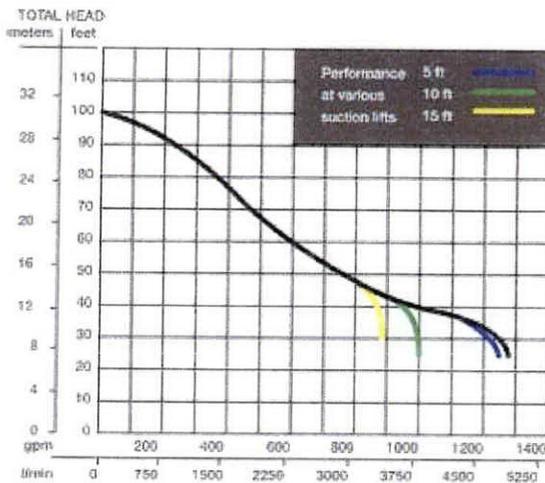
Self Priming Trash Pumps



6-inch trash pump for your heavy duty dewatering jobs

The PT 6 self-priming centrifugal, trash pump provides fast, cost effective pumping solution for larger jobs. With the ability to move water up to 1300 gpm (4935 l/min) containing solids up to 2-inches (50mm) big dewatering jobs are completed fast so work can continue. Featuring cast ductile iron pump housing, impeller, wear plate and volute, this durable trash pump offers a long, trouble-free service life. This high performance pump is an ideal choice where ever larger volumes of water need to be moved.

- Mixed flow impeller design produces high volume and head for increased pump capacity.
- Oil-lubricated silicone carbide seal reduces maintenance and provides seal protection.
- Discharge elbow rotates 360 degrees to accommodate various discharge angles.
- Automatic engine shutdown protects engine from damage due to low oil pressure or high cylinder temperature.
- Liquid-cooled Tier 4 diesel engine enhances reliability and provides cleaner emissions.



Technical specifications

PT6LT

PT6LS

Dimensions



	PT6LT	PT6LS
L x W x H in	107 x 63 x 65	79 x 35 x 48
L x W x H Shipping in	103 x 70 x 71	79 x 35 x 52
Diameter in	6	6
Operating weight lb	2,267	1,587
Shipping weight Dry lb	2,285	1,605
Operating data		
Discharge Head ft	100	100
Discharge capacity US gpm	1,300	1,300
Pressure psi	43	43
Suction height Lift ft	25	25
Solids diameter Max. Size in	2	2
Engine / Motor		
Engine / Motor type	Diesel, Liquid Cooled	Diesel, Liquid Cooled
Engine / Motor manufacturer	Kohler	Kohler
Displacement in ³	83.7	83.7
RPM / speed Max. Engine rpm	2,700	2,700
RPM / speed Min. Operating rpm	2,050	2,050
Power Max. Rated hp	24	24
Power Rating Specification	ISO 3,046 IFN	ISO 3,046 IFN
Engine oil US qt	5.3	5.3
Fuel type	Diesel #2 - ULSD	Diesel #2 - ULSD
Tank capacity Fuel US gal	28	28
Fuel consumption @ 2700rpm US gal/h	1.5	1.5
Runtime @ 2700rpm h	17.3	17.3

Please note

that product availability can vary from country to country. It is possible that information / products may not be available in your country. More detailed information on engine power can be found in the operator's manual; the stated power may vary due to specific operating conditions.

Subject to alterations and errors excepted. Applicable also to illustrations.

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RE: Trash Pump

Cameron Green [cameron.green@absolutesuppliers.com] on behalf of
cameron@absolutesuppliers.com

Sent: Friday, May 20, 2016 3:03 PM

To: Jim Keating

Jim,

- Please confirm receipt of the below proposal. All pricing includes delivery to your location.
 - Can you even consider a EPA Tier 4 Interim Engine?
 - Based upon where the funding is coming for on this purchase, will you be able to supply us a sales tax exempt cert?
 - For you information, I included several others below that are around what you want, but not exactly the Thompson horsepower (#3 and #5).
1. AMT By Gorman-Rupp 5587-Y6, 1000 GPM, Tier 4 Final, DOT Approved Trailer, Yanmar 23 HP Liquid Cooled \$17,692
 - a. 20 Gallon Fuel Capacity
 - b. <https://www.absolutewaterpumps.com/amt-gorman-rupp-diesel-trash-pump-1000-gpm-6-23-hp-trailer>
 2. Multiquip MQ62TDDTMP16F, 1083 GPM, Tier 4 Final, DOT Approved Trailer, Deutz 29 HP Air-Cooled \$24,696
 - a. 16 Gallon Fuel Capacity
 - b. <https://www.absolutewaterpumps.com/multiquip-diesel-trash-pump-1083-gpm-6-trailer-mounted>
 3. Multiquip MQ62TDDTMP16F, 1083 GPM, Tier 4 Final, DOT Approved Trailer, Deutz 29 HP Air-Cooled \$26,516
 - a. 28 Gallon Fuel Capacity
 - b. <https://www.absolutewaterpumps.com/multiquip-diesel-trash-pump-1083-gpm-6-trailer-mounted-1502>
 4. Thompson 6HT-DIST-4LE2T, 1430 GPM, Tier 4 Interim, DOT Approved Trailer, Elec Brakes, Deutz Air-Cooled, NPT \$26,360
 - a. 62 Gallon Fuel Capacity
 - b. <https://www.absolutewaterpumps.com/thompson-pump-self-priming-trash-pump-6ht-dis-4le2t-6-1430-gpm-skid-mount-or-trailer-options-44-hp-isuzu-diesel>
 5. Thompson 6HT-DIST-4LE2T, 1430 GPM, Tier 4 Final, DOT Approved Trailer, Elec Brakes, Isuzu 44 HP Liquid Cooled, NPT \$32,360
 - a. 62 Gallon Fuel Capacity
 - b. <https://www.absolutewaterpumps.com/thompson-pump-self-priming-trash-pump-6ht-dis-4le2t-6-1430-gpm-skid-mount-or-trailer-options-44-hp-isuzu-diesel>
 6. Multiquip MQ600HTP, 1600 GPM, Tier 4 Final, DOT Approved Trailer, Hatz 74 HP Liquid Cooled \$33,900
 - a. 40 Gallon Fuel Capacity
 - b. <https://www.absolutewaterpumps.com/multiquip-diesel-trash-pump-mq600htp-6-1600-gpm-74-hp-hatz-tier-4-final-trailer>

Thank You,

Cameron Green



PAYMENT REMITTANCE ADDRESS:
 WASTECORP PUMPS LLC.
 P.O. BOX 536463
 PITTSBURGH, PA 15253-5906
 Toll-Free Ph: 1-888-829-2783
 Toll-Free Fax: 1-888-883-3320
 Email: accounting@wastecorp.com

QUOTATION

Page 1 of 2
QUOTE DATE May 17, 2016
QUOTE NUMBER QT204349
QUOTED BY MD

VISIT OUR WEBSITE: WWW.WASTECORP.COM

QUOTATION TO:

CITY OF WINTERS
 318 First St
 Winters, CA 95694
 US
 PH: (805) 458-8734
 Email: jim.keating@cityofwinters.org

SHIP VIA		TERMS	CUST NO.	FOB	REFERENCE	OPPT NO.	
PPADD		CIA	CRM999999999	BUFFALO, NY	TFCC-6M/6ML-DT	7,332	
QTY. ORD.	UOM	PART NO.	SALE DESCRIPTION		LEAD TIME	UNIT PRICE INCL. DISC.	EXT. PRICE INCL. DISC.
1	EA	63633-00	WASTECORP TRASH FLOW PUMP, TFCC-6ML-DT W/ 49HP DIESEL & DOT		WEEKS:5-7	20,500.00	20,500.00
<i>FREIGHT = \$1,200</i>							
COMMENTS: BOTH ENGINES ARE TIER 4					SUBTOTAL INC DISC		20,500.00
					TOTAL SALES TAX		0.00
					TOTAL QUOTE USD		\$20,500.00*
					<i>*Plus applicable freight</i>		

THIS QUOTATION IS NOT TO BE DISSEMINATED WITHOUT PRIOR WRITTEN CONSENT FROM WASTECORP PUMPS. QUOTE IS VALID FOR 30 DAYS. MIN. ORDER OF \$100 SHALL APPLY, OR A SUR-CHARGE WILL BE ADDED. ALL SHIPPING & HANDLING CHARGES ARE EXTRA. LEAD TIMES QUOTED, ARE BASED AT TIME OF QUOTATION AND SUBJECT TO PRIOR SALE.

RETURNS: WASTECORP WILL NOT ACCEPT ANY PRODUCT(S) FOR RETURN UNLESS PRIOR WRITTEN PERMISSION BY WASTECORP HAS BEEN OBTAINED BY MEANS OF AN EXECUTED RETURN GOODS AUTHORIZATION FORM. THE RGA NUMBER MUST BE LISTED ON THE PACKING SLIP. PRODUCTS SO RETURNED WILL BE SUBJECT TO A 40% CHARGE FOR RESTOCKING AND REHANDLING. ALL PRODUCT(S) RETURNED MUST HAVE TRANSPORTATION CHARGES PREPAID BY THE SHIPPER. PRODUCT(S) WHICH ARE OBSOLETE OR MADE TO SPECIAL ORDER I.E., PUMPS ARE NOT RETURNABLE NOR REFUNDABLE. NO ALLOWANCE WILL BE MADE FOR LABOUR, INSTALLATION, REMOVAL, TRANSPORTATION OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH THE RETURN OF GOODS.

TERMS & CONDITIONS OF SALE: "GENERAL TERMS & CONDITIONS OF SALE" APPLY TO ALL TRANSACTIONS.



ABRIDGED (SHORT-FORM) TERMS & CONDITIONS OF SALE

ALL PURCHASE ORDERS ACCEPTED ARE SUBJECT TO WASTECORP'S STANDARD TERMS & CONDITIONS OF SALES, WHICH ARE AVAILABLE FOR REVIEW UPON REQUEST. ABRIDGED TERMS & CONDITIONS OF SALE ARE NOTED BELOW.

PRICES: Prices apply to the specific quotation, and does not include any taxes, transportation charges, special packaging or stamping, unless otherwise noted. Prices quoted are subject to change without prior notice. Prices quoted in US dollars unless otherwise stated.

TAXES: Purchaser agrees to pay the amount of any Federal, State, County, City or other tax which may apply to this order, directly to the governing Federal, State, County, City tax department.

PROPOSAL VALIDITY: This quotation shall be firm for a period of thirty (30) days from the date of this quotation.

PAYMENT TERMS: Payment terms are cash-in-advance for all first-time orders, unless established credit terms or other arrangements made between Wastecorp and purchaser, contact us for available payment options. We accept payment by acceptable credit cards VISA, MasterCard, Amex, or Discover for US customers only. Past due accounts are considered after thirty (30) days of unpaid invoice date and may be subject to interest charged at 1.5% per month.

LEAD TIME: Lead times commence upon acceptance of purchase order and payment terms are satisfied. Lead times are based on current availability of parts/pumps and subject to prior sale. Quoted lead times are based on the best availability information as at the date of the quotation. Inventory, factory loading and design backlog are all subject to change. Lead time and/or drawing times for critical items should be verified at the time of purchase order issuance. If any condition arises which prevents compliance with delivery schedules, Wastecorp shall not be liable for damages general, consequential or otherwise for failure to meet the original delivery schedule provided.

SHIPPING/DELIVERY: Pumps are skidded and packaged for transportation in closed top dock-level trucks. NO ALLOWANCE WILL BE MADE FOR LABOR, INSTALLATION, REMOVAL, UNLOADING OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH DELIVERY OF GOODS. All shipments are made FOB the factory, unless otherwise specified. Full risk of loss (including, but not limited to, transportation/carrier delays and losses) shall pass to the Purchaser upon delivery of the products to the carrier at the FOB point. If there is a LOSS or APPARENT VISIBLE DAMAGE to a shipment during delivery, the RECEIVER MUST NOTE SUCH DAMAGE ON THE DELIVERY RECEIPT AND HAVE THE CARRIER'S DRIVER SIGN THE BILL OF LADING. Failure to do so will result in a null and void loss claim.

PRODUCT REVISIONS: Wastecorp reserves the right to discontinue, change or improve its products or any portions thereof. Accordingly, Wastecorp shall not be required to change or improve any products sold and/or shipped prior to such a change or improvement.

PURCHASE ORDERS: All customer purchase orders must be submitted via hard copy sent to Wastecorp's customer service department by fax, electronic mail, or mail. All customer purchase orders are subject to Wastecorp's terms and conditions thereto and Wastecorp's acceptance of customer purchase order.

ERRORS AND OMISSIONS: Seller reserves the right to correct clerical or stenographic errors and, or omissions.

RETURN GOODS POLICY: Wastecorp will not accept any product(s) for return unless prior written permission by Wastecorp has been obtained by means of an executed Return Goods Authorization form. The RGA number must be listed on the packing list. Product(s) so returned will be subject to a 40% charge for restocking and re-handling. All product(s) returned must have transportation charges PREPAID by the Shipper. Product(s) which are obsolete or made to special order i.e., pumps are not returnable nor refundable. NO ALLOWANCE WILL BE MADE FOR LABOR, INSTALLATION, REMOVAL, TRANSPORTATION OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH THE RETURN OF GOODS.

CANCELLATION: Seller's acceptance of order cancellation or order reduction requests is conditional upon receiving Purchaser's written notification to assume any, or any part of, termination charges as agreed to by the Seller. Custom pumps and products are not returnable.

WARRANTY: Wastecorp warrants for a period of one (1) year from the date of installation or eighteen (18) months from date of shipment, whichever comes first (the "Warranty Period") that the pump and accessories manufactured and sold hereunder shall be free from defects in material and workmanship. Wastecorp does not warrant engines, motors, gauges, electrical control equipment or other product(s) not manufactured by Wastecorp, such being subject to such warranties as may be given by their respective manufacturers. Wear and tear resulting from use and, or long-term storage, and items normally consumed in use are not covered by this Warranty Period. Wastecorp's obligation under this warranty is limited to repair or replacement at its factory of any part(s) subject to this warranty, which will be returned to Wastecorp with transportation charges prepaid, and which Wastecorp's examination shall disclose to its satisfaction to have been defective. Parts of the product(s) repaired or replaced under this warranty will be covered for the Warranty Period only and will be shipped to the Purchaser FOB Wastecorp's factory. NO ALLOWANCE WILL BE MADE FOR LABOR, INSTALLATION, REMOVAL, TRANSPORTATION OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH WARRANTY REPAIR OR REPLACEMENT.

LIMITATION OF WARRANTY: THE PROVISIONS OF WARRANTY NOTED ABOVE ARE WASTECORP'S SOLE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes nor authorizes any person(s) to assume for it any other obligation in connection with the sale of the Product(s). This warranty shall not apply to any product (s) or parts of the product(s) which a) have been repaired or altered outside of Seller's factory in any manner; or b) have been subject to misuse, negligence or accident, or c) have been used in a manner contrary to Seller's instructions.

SELLER'S LIABILITY: Wastecorp will not be liable for any loss, damage, cost of repair, direct incidental or consequential damages of any kind, whether based upon warranty, contract, tort including negligence or strict liability arising in connection with the sale, use or repair of the Product(s). Seller's maximum liability shall not in any case exceed the contract price for the Product(s) claimed to be defective or unsuitable.

GOVERNING LAWS: The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Delaware, United State, without giving effect to its conflict of law provisions, for any and all disputes, claims and actions arising from or in connection with the Wastecorp Pump(s) provided to you hereunder. You agree to submit to the jurisdiction of the State of Delaware.

BY ACCEPTING THE ORDER CONFIRMATION ATTACHED, THE PURCHASER IS ACCEPTING OF THE ORDER AND IS IN AGREEMENT WITH THE TERMS AND CONDITIONS OF SALE NOTED ABOVE, AND IN WASTECORP'S STANDARD TERMS & CONDITIONS OF SALES, AND IS HEREBY GIVING WASTECORP PERMISSION TO PROCEED WITH THE PRODUCTION OF THE ORDER.

RECEIVE HOW TO TIPS & SPECIALS

Email

29 HP



Multiquip Diesel Trash Pump - 1083 GPM, 6", Trailer Mounted

ITEM # MQ62TDDTMPXF

☆☆☆☆☆ Write a review

Status: Available

List Price: ~~\$29,276.00~~

Sale Price: **\$26,516.00**

Financing as low as \$662.90

Quantity: 1

Add to Cart

Add to Compare



SHOPPING GUARANTEE

FREE

ID Protection

Purchase

Lowest Price

[Click to Zoom & For More Images](#)



Inlet Size	Style	Type	GPM
6"	Engine Centrifugal Pump	Trash Pump	1,083.0
Engine	Power	Compliance	
DEUTZ	Diesel	CARB Approved All 50 States	

Like

[Description](#) [Specs](#) [Videos, Etc.](#) [Reviews](#) [Accessories](#) [Shipping](#)

PRODUCT

Manufacturer	Multiquip
Model Number	MQ62TDDTMPXF
SKU	MQ62TDDTMPXF

ENGINE DETAILS

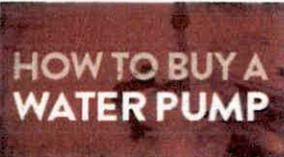
Engine Brand	Deutz
Engine Model	D2011L02I
Fuel Type	Diesel
Engine/Motor Type	Air-Cooled, 4-Stroke
Starting System	Electric
Horsepower	29.0 HP
Engine RPM	2800 RPM
Fuel Capacity	28.0 Gallons
Fuel Consumption	2.2 GPH
Engine Run Time	12.0 Hours
Low Oil Shutdown/Alert	Yes

PUMP DETAILS

Pump Type	Trash Pump
Pump Style	Engine Centrifugal Pump
Inlet Diameter	6"
Outlet Diameter	6"
Discharge Port Rotation	90 Degree Increments
Gallons Per Minute (GPM)	1,083.0
Max Suction Lift (Static, Wet)	25 Feet
Max Total Head (Static)	100 Feet
Solids Handling	Yes
Max Solids Handling	2.00 Inch
Maximum Pressure (PSI)	43
Self Priming Pump	Yes (Initial Required)
Priming Water Port/Cap	Yes
Quick Clean Out	Yes
Housing Material	No. 30 Grey Iron



BUILT IN AMERICA



ACCESSORIES

Battery	Add @ Checkout
Portability/Wheel Kit	Trailer
Trailer Fuel Cell	28.0 Gallons
Trailer Hitch	Ball Or Pintle, 2"
Trailer Equipped	Top Wind Swivel Jack (1)
Trailer Axles	1

Inlet & Outlet Port Mtrl.	Cast Iron
Impeller Type	Open, Multi-Vane
Impeller Material	Ductile Iron
Volute Material	Cast Iron
Mechanical Seal Material	Silicon Tungsten Carbide, Positive Lubrication
Frame Enclosure	Open Frame
Control Panel	Hour Meter, LED, LOFA Solid State Control Box

WARRANTY

Engine Warranty	3 Years Or 3000 Hours
Pump Warranty	2 Years

OTHER INFORMATION

Weight (Lbs.)	2030
Unit Dimensions	109.0"L x 57.0"W x 67.0"H
Agency Compliance	CARB (California), EPA Tier 4 Final

Related Products

Financing as low as \$63.10



List Price: ~~\$2,802.00~~

Sale Price:
\$2,524.00

AMT Gorman-Rupp Diesel Trash Pump - 3930-D5, 2", 185 GPM, Hatz Power

Financing as low as \$66.25



List Price: ~~\$2,849.00~~

Sale Price:
\$2,650.00

IPT Gorman-Rupp Diesel Trash Pump - 2S5XZR, 2", 238 GPM, Hatz Power

Financing as low as \$66.43



List Price: ~~\$3,044.00~~

Sale Price:
\$2,657.00

Multiquip Water Pump - QP2TZ, 198 GPM, 2", Diesel Trash Pump





**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: June 21, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Authorize Execution of an Addendum to the Professional Services Contract to Padilla and Associates for Labor Compliance Monitoring Services for the Walnut Park Construction Project (APN # 003 360 025)

RECOMMENDATIONS:

1) Receive the report from staff updating City Council on the status of the Phase Two Construction of Walnut Park, and 2) Authorize the City Manager to execute an addendum to the Professional Services Contract with Padilla and Associates, Inc. for Labor Compliance Monitoring Services for the Walnut Park Phase Two Construction Project.

BACKGROUND:

The City is under contract to receive Prop 84 grant funds from the California State Parks and Recreation Department, and previously received CDBG grant funds from the State's CDBG General Allocation Program. Funding from both sources has and will be utilized for the development of a new city park, Walnut Park, to be located on the 5 acre parcel (APN # 003 360 025) between Dutton Street and Walnut Lane due east of the new Orchard Village Apartments.

At the May 1, 2012 City Council meeting, the Council authorized the City Manager to execute a professional services contract with Padilla and Associates for Labor Compliance Monitoring Services for Walnut Park (previously referred to as Orchard Village Park).

At the City Council and Planning Commission Joint Workshop on January 22, 2013, a plan for phasing the park construction was presented. The phasing was necessitated by the expenditure deadline differences between the CDBG Grant and the Prop 84 Grant, coupled with the timeframe needed for the environmental mitigation of the

seasonal wetlands located on the property.

The City finally successfully completed the required habitat mitigation for the seasonal wetlands on the park property, purchasing land bank credits in September of 2015. The City Council awarded the construction contract for the Walnut Park Phase Two Construction to Empire Landscape at the June 7, 2016 City Council meeting, with construction to begin in the near future.

City staff worked with Padilla & Associates to update the Labor Compliance Monitoring Services Agreement to reflect the additional costs associated with splitting the project into two phases.

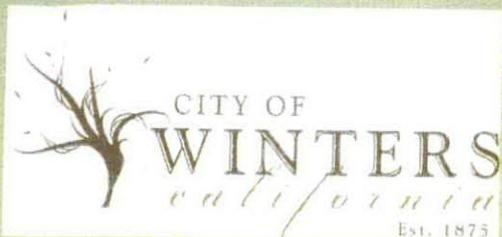
FISCAL IMPACTS:

Total addendum contract cost is \$18,240.27. The issuance of the Addendum to the Professional Services Contract will have no impact on City's General Fund or other City funds as expenses incurred in providing Labor Compliance Monitoring Services are eligible for reimbursement under the terms of the Prop 84 Grant.

ATTACHMENTS:

Proposal to Update Labor Compliance Monitoring Services Agreement (Addendum dated 6/2/2016)

Original Contract



**PROPOSAL TO PROVIDE
LABOR COMPLIANCE
MONITORING SERVICES**

For the

CITY OF WINTERS

On The:

**WALNUT PARK - PHASE 2,
PROJECT NO. 11-03
CONSTRUCTION PROJECT**

Submitted by:

PADILLA & ASSOCIATES, INC.



Specialized Management, Public Contract Compliance
Monitoring, Training & Strategic Outreach Consulting

JUNE 14, 2016

*All information included in this
Proposal, including Reports in the
Appendix Section are Proprietary.*



Specialized Management, Public Contract Compliance Monitoring, Training & Strategic Outreach Consulting

Transmitted Via Email: daniel.maguire@cityofwinters.org

June 14, 2016

Mr. Dan MaGuire,
Economic Development and Housing Manager
City of Winters
318 First Street
Winters, CA 95694
(530) 794-6718

RE: Padilla & Associates, Inc.'s Proposal to Provide Labor Compliance Monitoring Services for the City of Winters City of Winters: Walnut Park - Phase 2, Project No. 11-03 Construction Project.

Dear Mr. MaGuire,

Padilla & Associates, Inc. a certified Small Business and Disadvantaged Business Enterprise, is pleased to submit for your review and consideration, the enclosed Proposal to provide Labor Compliance Monitoring Services on behalf of the City of Winters on its Project No. 11-03.

Padilla & Associates, Inc. has extensive experience with Labor Compliance Programs, Project Labor Agreements and Disadvantaged Business Enterprise Programs, and has been a key member of multiple Cities Project Teams, including past working relationship with the City of Winters on the Orchard Village Park Construction Project. Our team of experts have assisted Project Teams in ensuring successful Labor Compliance program implementation.

Padilla & Associates, Inc. has the expertise and capacity to immediately mobilize to assist the City of Winters in Labor Compliance and DBE related matters to ensure full compliance with all applicable Project Labor Agreement, Labor Compliance and DBE regulations, including the subsequently issued directives. Padilla & Associates, Inc. is uniquely qualified and possesses the required depth of qualifications and relevant experience.

Our highly qualified professional team, possess specialized expertise in the facilitation of State Labor and Federal Compliance programs, Project Labor Agreements and Federal DBE programs, Overall Tri Annual and contract-specific goal (Fair Share Objectives) setting, DBE certification, reciprocity, responsiveness evaluation reviews and determinations, Good Faith Efforts Responsiveness Reviews, monitoring, and reporting.



Specialized Management, Public Contract Compliance Monitoring, Training & Strategic Outreach Consulting

We offer team with a distinguishable and unmatched record of success; based upon direct and extensive knowledge of industry standards, processes, and practices, public agency experience, technical tools and resources.

Why Padilla & Associates Inc.?

- ❖ *Over 20 Years of Firms Established Industry Record in Administering Labor Compliance Programs, Project Labor Agreements and Local Hire Initiatives, HUD Labor Compliance and Section 3 Reporting Requirements, Proposition 84 and CDBG funded projects*
- ❖ *Certified SBE and DBE*
- ❖ *Formerly Certified DIR LCP Third Party Administrator*
- ❖ *Combined Experience of Senior Staff: 70 + Years*
- ❖ *Extensive Experience in Monitoring Disadvantaged Enterprise (DBE) Requirements*
- ❖ *Certified Professionals in Construction and Project Management*
- ❖ *Cost Efficiencies based on Team Expertise*
- ❖ *Past working relationship with the City of Winters*

We look forward to working with the City of Winters on the Project No. 11-03 Construction Project. Please do not hesitate to contact me at ppadilla@padillainc.com or at (714) 973-1335.

Sincerely,

Patricia K. Padilla, President

Enclosures

PROJECT UNDERSTANDING

Padilla & Associates, Inc. understands that the City is seeking an experienced consultant to provide federal and state labor compliance services, which shall include but are not limited to, posting of wage rate information, monitoring of weekly payroll documents, and does not include conducting jobsite interviews for the Project No. 11-03 Construction Project. It is further understood that the project is subject to California DIR and California Labor Code compliance requirements. The project is anticipated to begin in commence mid-June 2016 and may continue for approximately 120 calendar days (December 2016). The proposal includes 1 month for pre-construction and 1 month for project close-out (January 2017).

Labor Compliance Services may also be required on an as-needed basis. The hourly rate for the labor compliance services is included in this proposal under the tab titled "Additional Work Component".

SCOPE OF SERVICES

Padilla & Associates, Inc. will provide the City with a responsive technical infrastructure to ensure that all aspects of the Scope of Work are performed within the timeline and budget utilizing program management tools designed to track activities and accomplishments. The strategies proposed by Padilla & Associates, Inc. will further ensure that City successfully achieves its objectives while fulfilling all required obligations through a well defined Implementation Plan.

The following table serves to identify the tasks and deliverables required in performing the LCP administrative duties. This project will be administered and enforced utilizing Padilla & Associates, Inc.'s Labor Compliance Program.

STAGE	TASK
PRE CONSTRUCTION SERVICES	Work with the City of Winters to ensure that all Project legal notices (including but not limited to contracts, general conditions, and bid advertisement language) contain the proper LCP notifications and requirements to bidders as they apply to both state and federal wage determinations (as-needed).
	Coordinate with the City to ensure that all Project Manuals contain the current LCP language, forms and notices pertinent to the City's LCP prior to the release of Project documents to contractors. Provide ongoing review and suggested amendments to City documents to ensure conformance to current codes and regulations (as-needed).
	Participate telephonically to inform bidders of LCP requirements during the Project's pre-bid job walk, as requested by the District (as-needed), through phone and email accessibility.
	Provide direction and guidance, through phone and email accessibility, to bidders in their queries regarding compliance with the LCP, including payment of prevailing wages, identification of labor classifications, and proper completion and submission of forms and notices (as-needed).
	Participate telephonically in the Pre-Construction meeting held by the City of Winters prior to the start of construction. Inform the contractor and his subcontractors of the requirements of the LCP and obtain their written acknowledgment of the LCP, through phone and email

	accessibility. Provide CSLB license checks and worker's compensation check where appropriate for potential and successful bidders
STAGE	TASK
CONSTRUCTION SERVICES	Collect and record the receipt of weekly Certified Payroll Records, in accordance with Labor Code §§ 1771.5(4), 1776, and California Code of Regulations (CCR) §§ 16401 – 16403.
	Conduct a thorough review and examination of the Certified Payroll Records as necessary to ensure the required payment of prevailing wages per the applicable craft and worker classifications.
	Conduct random audits of the Certified Payroll Records. Provide monthly audits, at minimum, to Prime Contractor and City personnel, reporting the status of all Labor Compliance activity.
	Maintain interview data and later compare to relevant Certified Payroll Records.
	Monitor and assist the enforcement of Apprenticeship requirements where applicable.
	Investigate all allegations and worker complaints of failure to pay prevailing wage rates. <ul style="list-style-type: none"> • Make a formal request for payroll and time reporting documentation to the contractor and conduct an objective comparison of records to the complaint and Certified Payroll Records. • Prepare a report and/or memo to file summarizing the investigation and findings.
	Communicate with State Labor Commissioner or other authorities when appropriate
	Process public records requests for certified payroll records and ensure that privacy considerations are observed pursuant to the Labor Code and CCR.
	Conduct all follow-up activities with Contractors and ensure overall compliance with record keeping and reporting requirements. Communicate any potential violations to the City with recommended actions.
Coordinate with City, as necessary, to ensure that the City's employees and agents are informed about LCP issues that may impact the completion of the Project.	
STAGE	TASK
RECORD KEEPING	Archive and store Certified Payroll Records and LCP documentation for the requisite period of time
	Provide the City progress updates, on a monthly basis or as frequently as necessary to keep Valencia apprised of ongoing or developing LCP issues.
	Compile a record of LCP activities, which fulfills the annual LCP reporting requirements .
STAGE	TASK
CLOSE OUT ACTIVITIES	Preparation of timely Labor Compliance Closeout Reports
	Responsible for preparing and reviewing close-out reports required by government sponsors, as well as modifying them when needed.
	Assist City personnel with final payment application processing, and retention release processing
	Issue all notices of final compliance achievement to City and Contractor personnel.
	Complete and forward a final summary close out report to the City at the conclusion of the project
	Work closely with City and Contractor personnel to resolve any outstanding Labor Compliance issues affecting project close out.

STAGE	TASK
ADDITIONAL SERVICES	Enforcement Actions And Post Investigative Services
	Conduct or facilitate training, as requested by the City
	Work with the City and its counsel to conduct appeal hearing preparation and participate in all required pre-hearing conferences.
	Attend and testify on behalf of the City at appeal hearings.
	Assist the Contractor in ensuring all applicable job site posting requirements are met.
	Conduct on-site inspection of all job site postings not included.
	Assist in litigation related to LCP issues brought by third parties.
	Perform periodic site visits and worker interviews.
	Periodic site visits to physically monitor the Project not included. Note the number of workers on the site and interview a sufficient number to ensure that they are receiving the proper prevailing wage rate for the duties performed. Cross-check results periodically with Daily Jobsite Reports.
	Attend and participate in on-site project meetings, or other meetings, as requested by the City.
	Perform other duties, as requested by the City.

FEE SCHEDULE

FEE SCHEDULE				
City of Winters				
Hours and Labor Charges				
Name	Classification	Rate	Hours	Labor
P. Padilla	Project Administrator	110.09	16.00	\$1,761.44
T. Dupre	Project Manager	49.43	40.00	\$1,977.20
M. Phu	Compliance Deputy	35.58	88.00	\$3,130.77
Subtotals				\$6,869.41
		OH %	141.39%	\$9,712.65
		Profit	10.00%	\$1,658.21
Subtotal (Labor Cost)				\$18,240.27
Other Direct Cost (ODC)				
Travel and Living (Mileage)				\$0.00
subtotal (ODC Cost)				\$0.00
subtotal (Vendor Cost)				\$0.00
subtotal (ODC + Vendor Cost)				\$0.00
TOTAL COST				\$18,240.27
Comments				
* Rates include a 4% escalation in effect January per calendar year.				
** Based on 6 months of construction + 1 month for Pre-Bid Activities and +1 month for Close Out Activities				

"AS-NEEDED" ADDITIONAL WORK COMPONENT

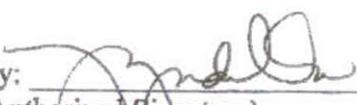
Padilla & Associates, Inc. is pleased to submit the following hourly rates, for additional as-needed Labor Compliance services as required by the City:

Classification	Fully Burdened Hourly Rate*
Project Administrator	\$ 292.32
Sr. Project Manager	\$153.30 - \$223.58
Project Manager	\$123.47 - \$153.31
Deputy Project Manager	\$106.03 - \$136.29
Labor Compliance Deputy III	\$84.15 - \$90.18
Labor Compliance Deputy II	\$73.31 - \$79.28

* Rates include a 4% escalation per calendar year.

Name of Firm: Padilla and Associates, Inc.

 COPY

By: 
(Authorized Signature)

Type Name: Patricia K. Padilla

Title: President

Address: 211 E. City Place Drive, Santa Ana, CA 92705

Telephone Number: (714) 973-1335

Fax Number: (714) 973-1229

If a Corporation, LLC or Partnership, attach Resolution Authorizing Signature

APPENDIX B - Form

PROFESSIONAL SERVICES AGREEMENT

Date: May 4, 2012

Project: Orchard Village Park Construction Project

CITY OF WINTERS

COMMUNITY DEVELOPMENT DEPARTMENT

AGREEMENT FOR CONSULTING SERVICES WITH

PADILLA & ASSOCIATES, INC.

This Agreement, for reference dated May 4, 2012 is made by and between the City of Winters, a Municipal Corporation, hereinafter referred to as "City" and Padilla & Associates, a Corporation, hereinafter referred to as "Consultant."

(Sole Proprietorship, Partnership, Corporation, Limited Liability Company)

WITNESSETH:

WHEREAS, City desires to hire a consultant to provide Labor Compliance Monitoring Services; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City and Consultant agree as follows:

I. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement.

II. Term of Agreement

This Agreement shall be effective as of the date executed by all parties and approved as to form by the City Attorney and shall continue until all services provided for in this Agreement have been performed unless otherwise terminated as set forth in Paragraph XVII of this Agreement.

III. Schedule for Performance

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the Proposal. Deviations from time schedule stated in the Proposal may be made with the approval of the City Manager or his designee.

IV. Compensation

Compensation for the services shall be paid as provided for in Exhibit B, attached hereto and made a part hereof. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, shall not exceed \$14,438.68. In the event such compensation, cost and expense limit is exceeded, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the unallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

V. Invoicing, Payment, Notices

Consultant shall submit periodic invoices; not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

Consultant shall transmit signed invoices and any notices required by this Agreement, to City as follows:

City of Winters
Department of Community Development
318 First Street
Winters, CA 95694

City shall transmit payments on invoiced amounts within 30 days, and any notices required by this Agreement to Consultant as follows:

Padilla & Associates

211 E. City Place Drive

Santa Ana, CA 92705

Telephone: (714) 973-1335

VI. Professional Services

Consultant is a corporation, licensed by the State of California. Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

VII. Independent Contractor

It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee, joint-venturer, or partnership exists between the parties hereto.

Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not

required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Consultant will provide a valid Tax ID number to City. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

VIII. Authority of Consultant

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

IX. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

X. Assignment and Subcontracting

Except as expressly authorized herein, Consultant's obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City of Winters, City Manager or his designee.

XI. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

XII. Indemnification

Consultant agrees to hold harmless and indemnify City, its officers, agents and

employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Consultant, its subcontractor, consultants, agents or employees. Consultant assumes no responsibility to indemnify City for the negligent acts or omissions of City, its officers, agents and employees.

XIII. Insurance

Consultant shall maintain insurance coverage as set forth in Exhibit C that is attached hereto and incorporated herein by reference.

XIV. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

XV. Licenses, Permits, Etc.

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

XVI. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

XVII. Termination

Subject to the terms herein, City and Consultant may terminate this Agreement with or without cause by providing thirty (30) days written notice prior to the effective termination date. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, that were prepared or were being prepared under the provisions of this Agreement. Notwithstanding the above, if, after termination, the compensation required to complete the services required by the Agreement exceeds the maximum allowable under this agreement, Consultant shall be liable to City for such excess.

XVIII. Amendments

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by all parties.

XIX. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof.

XX. Venue/Attorney's Fees

In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing Party shall recover reasonable attorney's fees (including the allocated costs of staff counsel) and other costs, including but not limited to court costs and expert and consultants' fees incurred in connection with such action in addition to any other relief awarded, and such attorney's fees and costs shall be included in any judgment in such action.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Yolo County, California or the Federal Court for the Eastern District of California.

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Date: _____ City of Winters, A Municipal Corporation

("City")

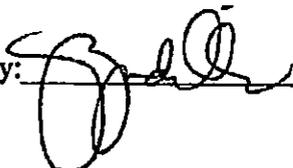


John W. Donlevy, Jr.
City Manager - City of Winters

Date: 3-26-2013 Padilla & Associates, Inc

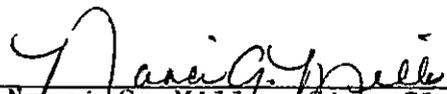
A CORPORATION

("Consultant")

By:  _____

Its: PRESIDENT

Approved As To Content:



Nanci G. Mills, City Clerk
City of Winters

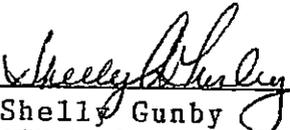
Director of _____ Date

Approved As To Form:



John C. Wallace
City Attorney Date

Attests: Funding Available:



4/10/13

Shelly Gunby
~~City Clerk~~ Finance Director Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of civil code section 1189 must be attached for each person executing this agreement on behalf of consultant. California Civil Section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

EXHIBIT A

Scope of Work:

- For park construction, review contracts, general conditions and bid advertisement language for update and compliance with prevailing wage requirements as they apply to both state and federal wage determinations.
- Attend preconstruction conference meetings
- Provide phone and email accessibility for questions on prevailing wage, certified payrolls, apprenticeship and compliance issues.
- Provide license check and worker's compensation check where appropriate.
- Monitor Apprenticeship requirements if applicable.
- Provide a monthly audit of certified payroll forms.
- Assist the contractor in ensuring that all pertinent wage determinations are posted at the job site.
- Provide a periodic review of Daily Jobsite Reports.
- Perform periodic jobsite audits and random interviews of workers as needed.
- Submit monthly report to the City of Winters, contractors, and others, as needed.
- Communicate potential violations to the City of Winters with recommended actions.
- Communicate with contractors; work with them on resolving issues related to violations, penalties, and compliance.
- Communicate with the State Labor Commission, Contracting Officer, or other authority as appropriate.
- Advise the City of Winters on outcome of such action and decision of the appropriate department of labor (state or federal).
- Complete and forward summary report to the City of Winters at the conclusion of the project.
- Other duties as needed to ensure compliance with federal and state labor laws.

EXHIBIT B

COMPENSATION

As per Proposal to Provide Labor Compliance Monitoring Services from Padilla & Associates dated February 21, 2012, as follows:

FEE SCHEDULE

FEE SCHEDULE

City of Winters- Orchard Village

Hours and Labor Charges

Name	Classification	Rate	Hours	Labor
P. Padilla	Project Administrator	99.42	16.00	\$1,590.72
A. Dobrin	Deputy Project Manager	41.59	40.00	\$1,663.60
A. Marzano	Sr. Compliance Officer	29.30	88.00	\$2,578.40
Subtotals				\$5,832.72
OH %		121.00%		\$7,057.59
Fee		10.00%		\$1,289.03
Subtotal (Labor Cost)				\$14,188.68
Other Direct Cost (ODC)				
Travel and Living (Mileage)				\$250.00
subtotal (ODC Cost)				\$250.00
subtotal (Vendor Cost)				\$0.00
subtotal (ODC + Vendor Cost)				\$250.00
TOTAL COST				\$14,438.68

Comments

* Rates include a 4% escalation per calendar year.

** Based on 4 months of construction + 1 month for Pre-Bid Activities and +1 month for Close Out Activities

"AS-NEEDED" ADDITIONAL WORK COMPONENT

Padilla & Associates, Inc. is pleased to submit the following hourly rates, as requested in the RFP, for as-needed Labor Compliance services for the rehabilitation project of the City Park, estimated at 4-8 weeks:

Classification	Direct Labor	(Direct Labor *121 % OH)	(Rate + Overhead)	Fee (10%)	Total Hourly Rate
Project Administrator	99.42	120.30	219.72	21.9718 2	241.69
Deputy Project Manager	41.59	50.32	91.91	9.19139	101.11
Sr. Compliance Officer	29.3	35.45	64.75	6.4753	71.23

* Rates include a 4% escalation per calendar year.

Exhibit C - Insurance

During the term of this Agreement, Consultant shall maintain in full force and effect policies of insurance as set forth herein and acceptable original insurance certificate(s) and endorsements must accompany the signed copy of this contract. Failure to meet the requirements described below could delay processing of this contract:

A. **General Liability.** Comprehensive general liability insurance with coverage of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.

B. **Automobile Liability.** Automobile liability insurance with coverage of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. **Worker's Compensation.** Worker's Compensation Insurance that complies with the terms of the law of California concerning Worker's Compensation.

D. **Errors and Omissions; Malpractice (for Design Work only).** Errors and omissions or malpractice insurance with coverage of not less than \$1,000,000 combined single limit per occurrence.

E. **Other Insurance Provisions.** The consultant's General Liability, Automobile Liability, any Excess or Umbrella Liability, shall contain the following provisions:

a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant; or automobiles owned, leased, hired or borrowed by the consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

b. The consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents, or

volunteers.

d. Coverage shall state that consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

F. All Coverage

a. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A:VII and through insurers admitted in California. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided however, that in no event will a carrier with a rating below B:IX be acceptable.

b. **Verification of Coverage.** Consultant shall furnish the City with original certificates of insurance and with separate original endorsements effecting coverage required by this exhibit. Certificates of Insurance and endorsements shall be furnished prior to or contemporaneously with the execution of this Agreement by Consultant. The endorsements to the insurance shall specifically name the City of Winters, its officers, officials, employees, agents, and volunteers as additional insureds. The Certificate shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to City. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to the City Attorney.



Mosquito Control Matters

FIGHT THE BITE

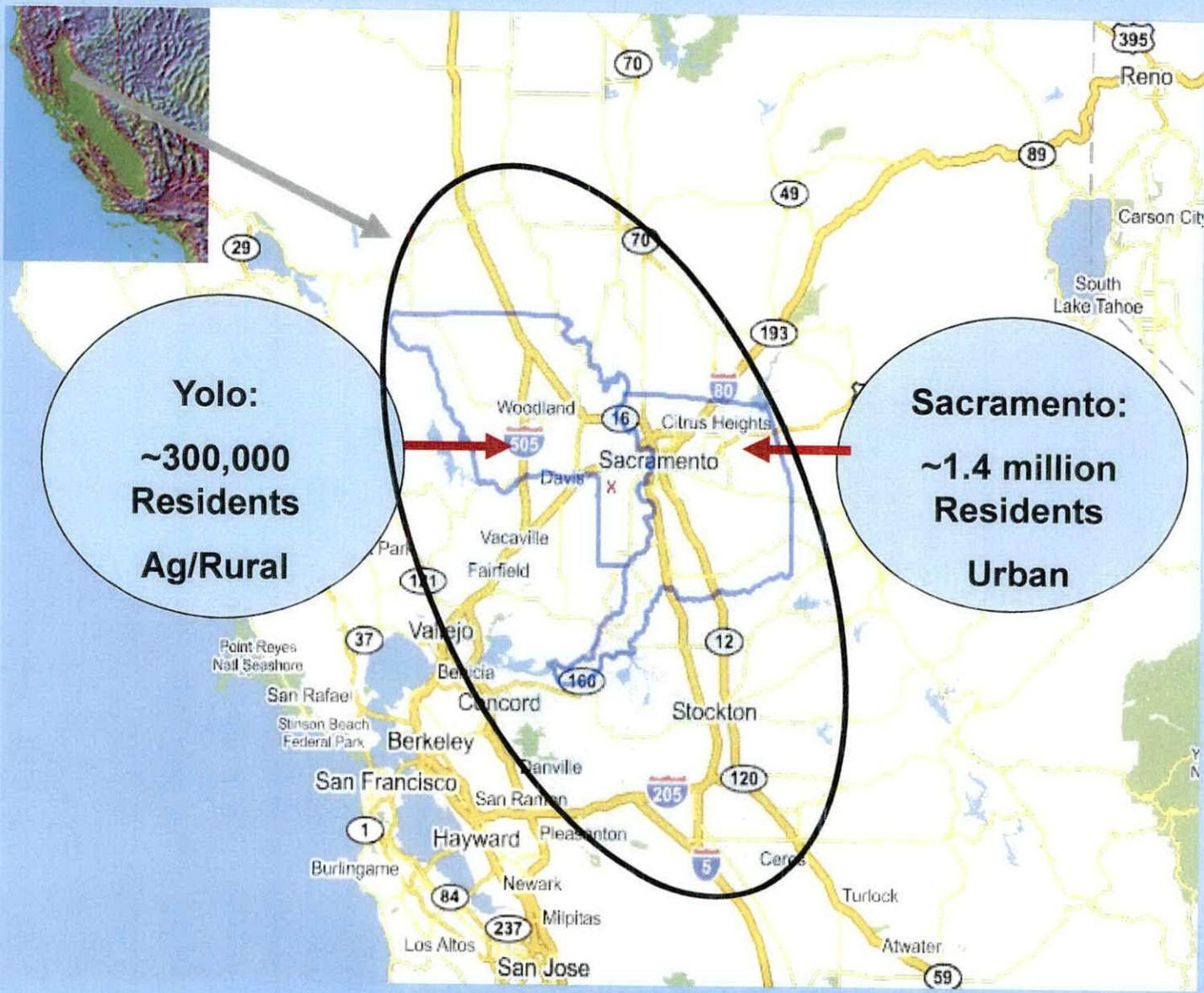
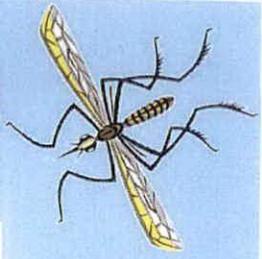
**Current Issues and Challenges Related
to Mosquito Control**

Luz Maria Robles

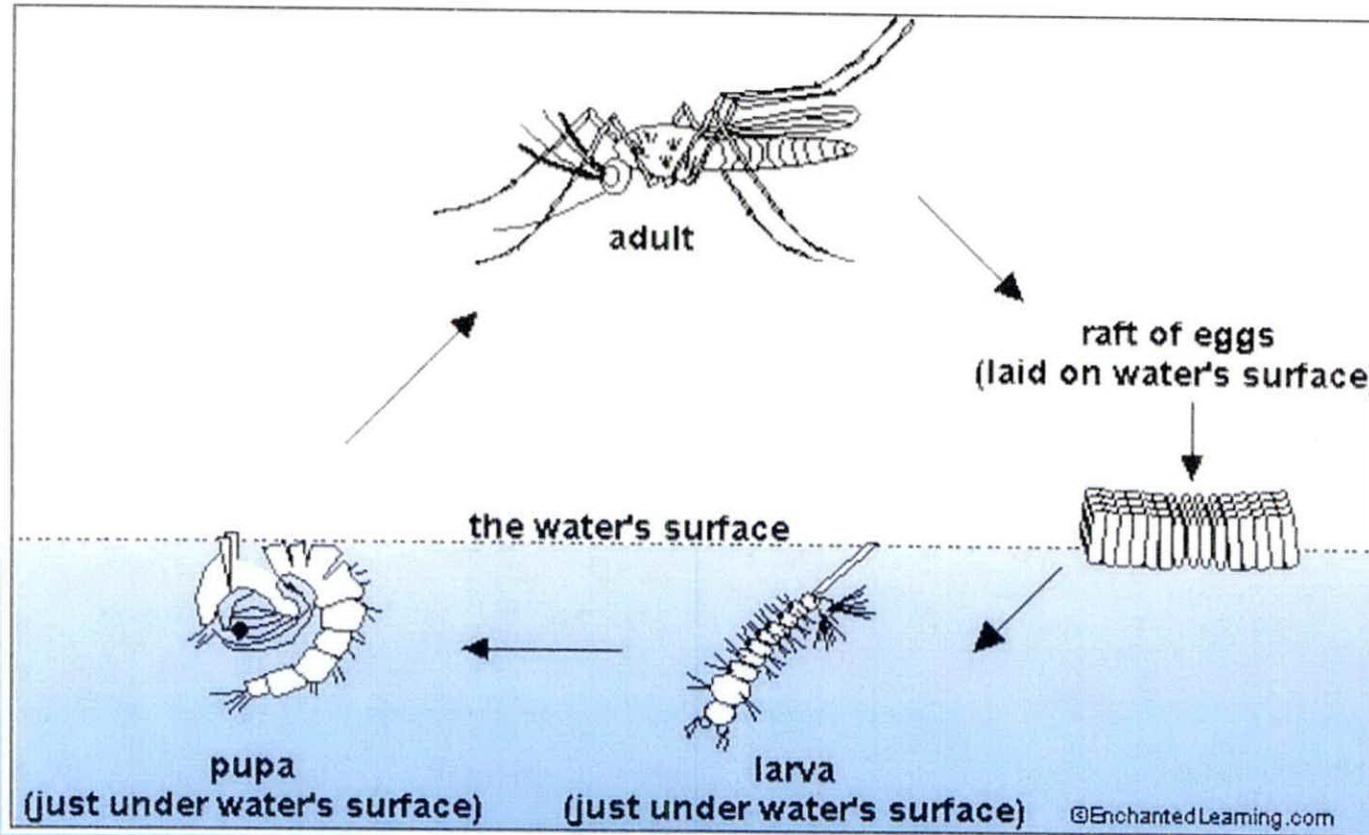
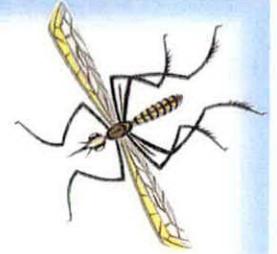
Public Information Officer

SACRAMENTO-YOLO
MOSQUITO
& VECTOR
CONTROL
DISTRICT

Sacramento and Yolo Counties

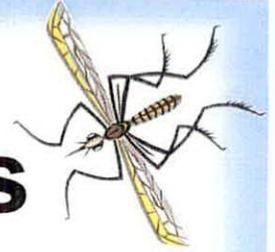


Mosquito Life Cycle

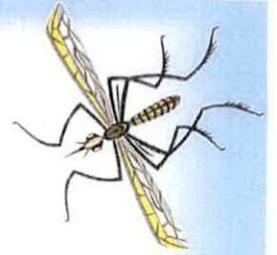


egg → larva → pupa → adult

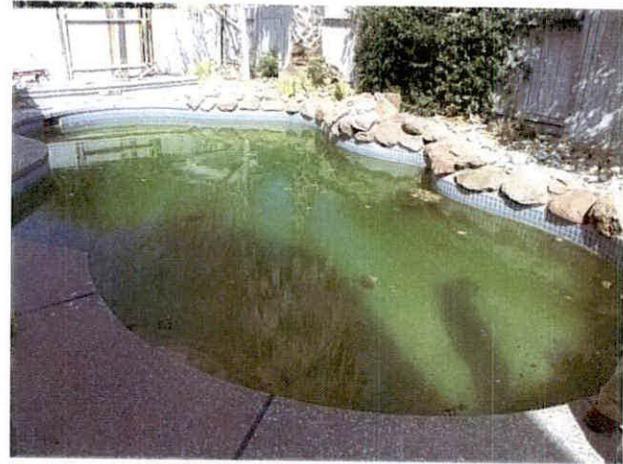
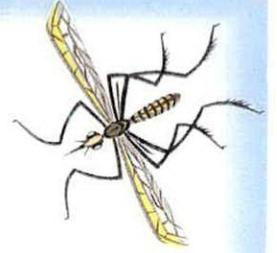
Mosquito Habitat – Ag Areas



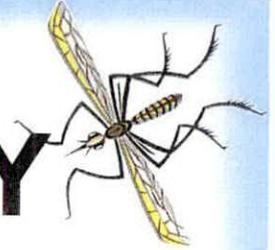
Natural Sources



Backyard Sources



Water management is **KEY**



Managed Water = fewer mosquitoes

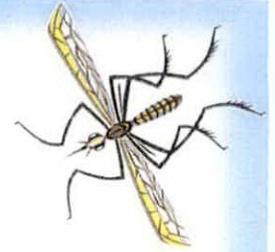
Only irrigate lawn- NOT sidewalk/gutter

Recycle green waste- DON'T dump in the street!

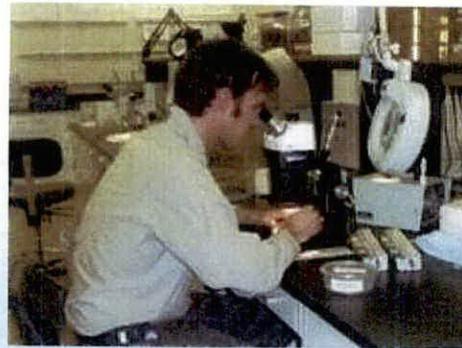
Check yard once a week!

- Empty any stagnant water from buckets, containers, bird baths, pet dishes
- Recycle fountains
- Call District for free mosquitofish

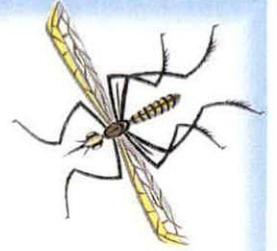
Integrated Mosquito Management Measures



Public Information
Surveillance
Biological Control
Physical Control
Control-Larvicide
Control-Adulticide



What Diseases Can Mosquitoes Carry?



West Nile Virus

** The most prevalent disease in the United States and permanently established in our area**

Dengue Fever

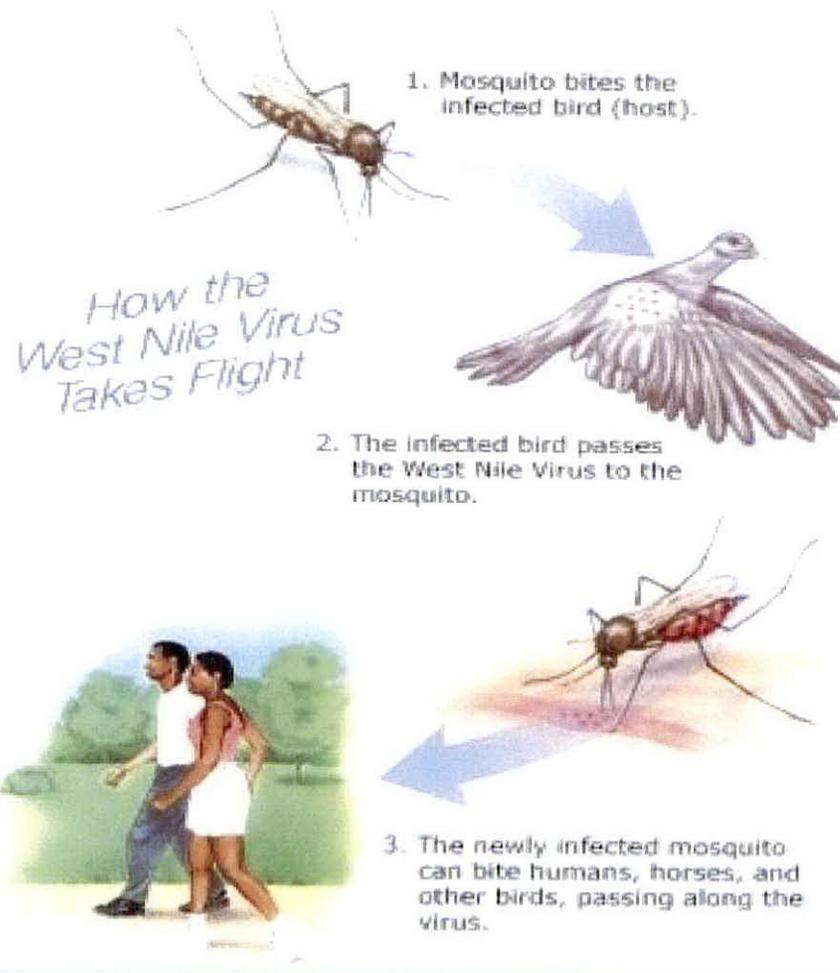
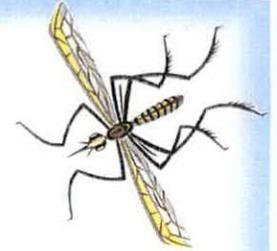
Malaria

Chikungunya

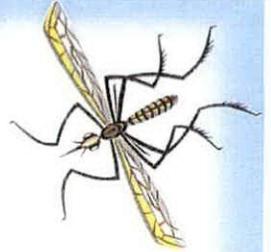
Zika virus

Dog Heartworm

How Do Mosquitoes Get West Nile Virus?



West Nile Virus Symptoms



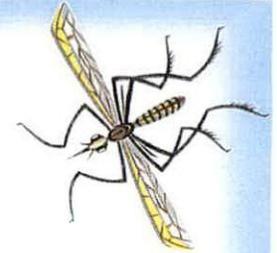
The majority of people will not have any symptoms. 1 in 5 people will develop West Nile virus fever which can include:

- Fever between 101°-106° degrees
- Headaches, body aches, fatigue
- Rash on your skin
- Possible pain around the eyes
- Possible swelling of the lymph nodes

Some people will develop the more severe neurologic form of the disease which can include encephalitis or meningitis. Recovery may take months and some neurologic effects may be permanent.

About 10 percent of people who develop neurologic infection due to West Nile virus will die.

WNV Activity in California



Year

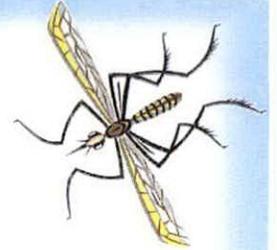
Confirmed Human Cases

2015	783
2014	801
2013	372
2012	479
2011	158
2010	111
2009	112
2008	445
2007	380
2006	278
2005	880

2016

WNV is extremely under reported. The Centers for Disease Control estimates that for every neuroinvasive case confirmed, there are approximately 30-70 cases that are not reported.

Invasive Mosquito Species



Asian Tiger Mosquito (*Aedes albopictus*)

Aggressive Day Biter

Was first imported in a shipment of lucky bamboo plants and tire shipments

2011 was found in Southern California and is well established



Yellow Fever Mosquito (*Aedes aegypti*)

Bites during the day

2013 was found in Madera/Fresno area and San Mateo County and is now found throughout the state

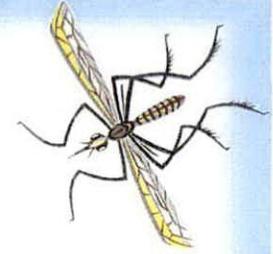
Eggs can stay dormant for months

Once established they are very difficult to eradicate

****Both mosquitoes are efficient vectors of Dengue, Chikungunya and Zika virus****



Zika Virus



- Detected in the Zika forest of Uganda in 1947. Prior to 2007, only sporadic cases were detected in Africa and Asia
- Transmitted through the bite of an infected *Aedes* mosquito. Mosquitoes become infected when they feed on a person already infected with the virus. Infected mosquitoes can then spread the disease to others through bites
- Can be passed from mother to child either at delivery or during pregnancy and may also be transmitted through sexual contact or a blood transfusion

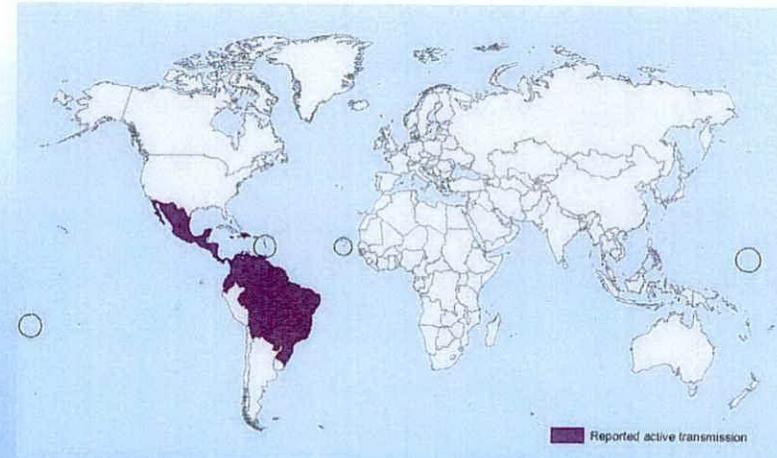


Aedes aegypti



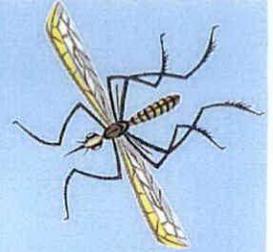
Aedes albopictus

****These invasive mosquito species have not been detected in Sacramento or Yolo counties****

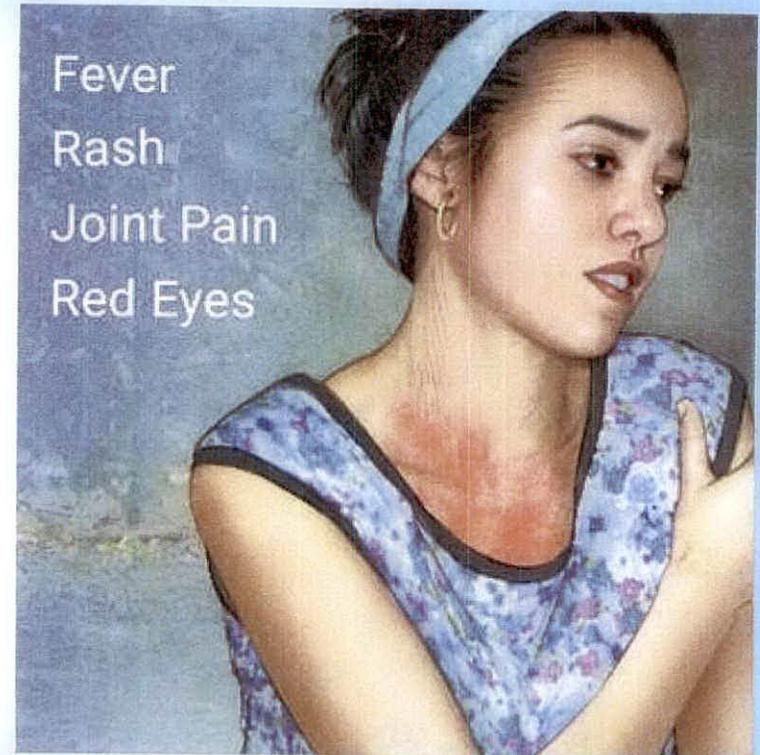


Countries with active Zika virus transmission

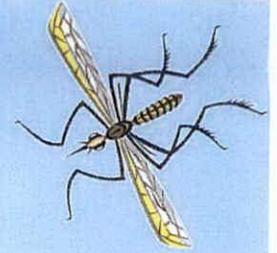
Infection



- **About 1 in 5 people infected with Zika develop symptoms which include fever, rash, joint pain and red eyes. May include muscle pain and headache.**
- **Illness is generally mild with symptoms lasting for several days to a week.**
- **Currently no vaccine for Zika, treatment is supportive and includes medicine to reduce pain/fever, rest and fluids**

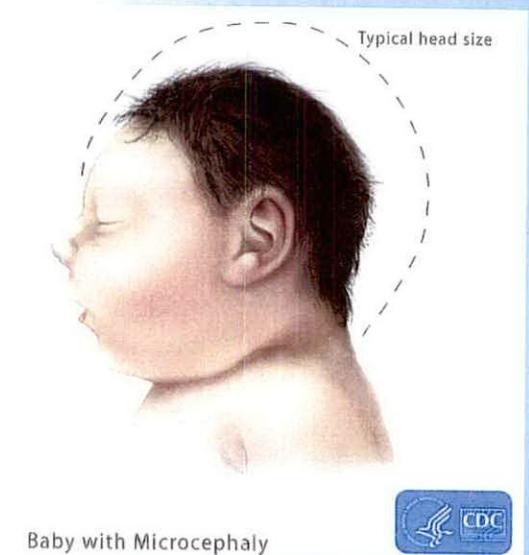


Microcephaly

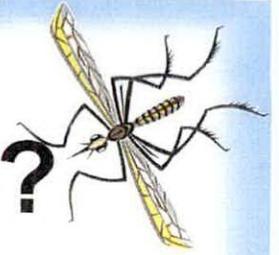


Microcephaly in association with Zika:

- Microcephaly is a birth defect where a baby's head is much smaller than expected when compared to babies of the same sex and age
- Babies with microcephaly often have smaller brains that might not have developed properly, resulting in severe disability or even death
- Sharp increase in cases in Brazil where Zika outbreaks have occurred
- **Connection between Zika and microcephaly has not been absolutely confirmed, but evidence is mounting**



Prevention: What Can You Do?



Follow the District D's

DRAIN Standing Water

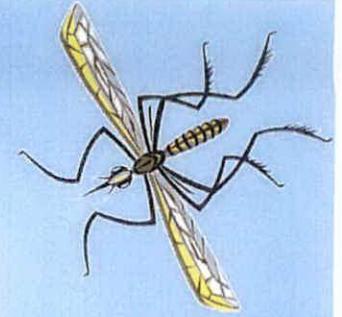
DAWN and **DUSK** Are Times To Avoid Being Outdoors

DRESS In Long Sleeves & Pants When Outside

DEFEND Yourself With An Effective Repellent

DOORS and Screens Should Be In Good Working Condition

DISTRICT Personnel Are Available To Help



Sacramento-Yolo Mosquito and Vector Control District

1-800-429-1022

www.FIGHTtheBITE.net

SACRAMENTO-YOLO
MOSQUITO
& VECTOR
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DISTRICT



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: June 21, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Public Hearing and Consideration by the Winters City Council of Ordinance 2016-06, an Ordinance of the City of Winters Code Pertaining to Affordable Housing Requirements.

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

- 1) Receive Staff Report
- 2) Conduct the Public Hearing
- 3) Waive first reading, and introduce Ordinance 2016-06, Amending Section Amending Section 17.200.080, Subsection (A) to the Winters Municipal Code Pertaining to Affordable Housing Requirements

BACKGROUND:

In 1992, the City of Winters completed and adopted a comprehensive update of its General Plan. As part of this effort, the City also adopted the seven elements required for a General Plan. Subsequently, Legal Services of Northern California (LSNC) challenged the adequacy of the City's Housing Element, one of the required seven elements, and brought suit against the City in Yolo County Superior Court. The City incurred significant expenses during its defense and eventually, a stipulated judgment was agreed to by all parties in 1994 and entered in Superior Court. The key provisions of the judgment included the City's adoption of an inclusionary housing ordinance in 1994 (Ordinance 94-10), which required that 15 percent of all new housing be affordable to very low-, low-, and moderate income households.

The Affordable Housing Steering Committee (AHSC), along with Yolo County Housing, Legal Services of Northern California (LSNC), and other community stakeholders started studying potential revisions to the existing Inclusionary Housing Ordinance (IHO) at the AHSC meeting on November 24, 2008. Over the course of the year, the AHSC and the aforementioned stakeholders met several

times, and agreement on the final version of the IHO was reached at the AHSC meeting on November 3, 2009. The Planning Commission reviewed the proposed ordinance at their meeting on November 26, 2009 and voted to recommend adoption of Ordinance 2009-18 to the City Council. The City Council approved the foregoing Ordinance, which excluded projects of 15 or less that were located in the Redevelopment Project Area (infill development), at the regular meeting of the City Council held on January 5, 2010.

In early 2016, staff met with the sales staff and preferred lender for the Winters Ranch subdivision and provided copies of the City's Affordability Covenant for moderate income household home ownership. Per the approved Affordable Housing Plan for Winters Ranch and Callahan Estates, Winters Ranch is to produce 7 moderate income units during the construction of Winters Ranch. It was subsequently brought to staff's attention that recent changes in Fannie Mae and Freddie Mac guidelines precluded jurisdictions from using Affordability Covenants that utilized a shared equity model unless the jurisdiction was providing financial support to the transaction, and only to the degree that participation represented on a percentage basis. This recent change to guidelines was confirmed by the City's affordable homeownership consultant, NeighborWorks Sacramento. The City of Winters has historically not provided financial support towards the moderate income home ownership as a part of the implementation of the Inclusionary Housing Ordinance (IHO). Down payment assistance through Federal programs such as HOME and CDBG are restricted to low and very low income households and do not provide funding for assistance to moderate income households. These changes in Fannie/Freddie guidelines effectively rendered the existing Equity Share Covenant non-usable, as first mortgage loans originated with the equity share covenant could not be resold on the secondary market.

DISCUSSION:

Staff worked with our City Attorney to replace the covenant based on equity share with a covenant as prescribed by our existing municipal code. This resulted in a covenant with a significantly longer affordability period than was the case under the equity share agreement, which expired after ten-year duration. The new covenant requires affordability period with duration of 45 years at a minimum, and which tied directly to the requirements of Redevelopment Law.

The AHSC, with participation from Legal Services of Northern California, met on Wednesday, April 13, 2016 to discuss the changes brought about by the elimination of the equity share covenant with emphasis on discussing the change in the duration of the covenant. The unanimous consensus from that meeting was to recommend the Planning Commission and the City Council considers revising that requirement to allow for a covenant with a ten year affordability restriction. The AHSC participants felt this length of term was consistent with the affordability covenant it is replacing. Additionally, the recommendation took into account the desire to enhance the homeowners ability to build equity from homeownership while promoting the community's interest in preserving the affordable assets of the community, in part by the introduction of the use of a promissory note that capture the "windfall equity" that is created at first sale. This "windfall equity" is typically defined as the difference between the sales price of an affordable unit and the sales price of a similar unit sold at market rate.

The Planning Commission, at its meeting on May 24, 2016, conducted a Publicly Noticed Public Hearing and discussed Ordinance 2016-06. At that meeting, the Planning Commission

recommended on a vote of 6-0 that the City Council adopt Ordinance 2016-06 amending Section 17.200-080 of the City of Winters Municipal Code to amend the Term of Resale Restriction of Moderate Income Inclusionary Units from Forty-Five Years to Ten Years.

The affordable housing requirements contained in this ordinance are the culmination of the City's efforts to develop an affordable housing program that promotes a balance between encouraging the development of market-rate housing while at the same time, providing for the creation of affordable housing necessary to meet the needs of very low-, low-, and moderate income households within the City.

PROJECT NOTIFICATION:

Public notice advertising for the public hearing on this Amendment was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Winters Municipal Code and State Planning Law. A legal notice was published in the Winters Express on Thursday, June 9, 2016. Copies of the staff report and all attachments for the proposed Amendment have been on file, available for public review at City Hall since Wednesday, June 15, 2016.

ENVIRONMENTAL DETERMINATION:

Pursuant to Section 15061 (b) (3) of the State CEQA Guidelines, a project is exempt from the California Environmental Quality Act when it can be seen with certainty that there is not possibility that the proposed Amendment may have significant effect on the environment. This Amendment entails the extension of a section of the Zoning Code regarding Affordable Housing, and therefore, constitutes administrative changes to the Zoning Code. As such, they will have no adverse effect on the environment; consequently, the project is not subject to environmental review under CEQA pursuant to Section 15061 (b) (3).

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Ordinance 2016-06 by making the affirmative motions as follows:

I MOVE THAT THE CITY COUNCIL WAIVE THE FIRST READING, AND INTRODUCE ORDINANCE 2016-06 TO AMEND CHAPTER 17.200.080 OF THE CITY OF WINTERS MUNICIPAL CODE TO AMEND THE TERM OF RESALE RESTRICTION FROM FORTY-FIVE YEARS TO TEN YEARS

ATTACHMENTS:

- 1) Ordinance No. 2016-06
- 2) Ordinance No. 94-10
- 3) Ordinance No. 2009-18
- 4) Declaration of Restrictions and Right of First Refusal Agreement

ORDINANCE NO. 2016-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING SECTION 17.200.080 OF THE CITY OF WINTERS MUNICIPAL CODE TO AMEND THE TERM OF RESALE RESTRICTION FOR MODERATE INCOME INCLUSIONARY UNITS FROM FORTY-FIVE YEARS TO TEN YEARS

WHEREAS, in furtherance of the public welfare, the City of Winters desires to ensure that affordable housing is constructed and maintained within the City; and

WHEREAS, in furtherance of this policy objective, in 1994 the City Council adopted Ordinance 94-10, which required that fifteen percent of all new housing be affordable to very low, low and moderate income households (the "Inclusionary Housing Ordinance"); and

WHEREAS, the Inclusionary Housing Ordinance provides that a portion of these units may be sold to eligible households at an affordable housing price, and following the initial sale shall only be sold to eligible households in the same income category for a period of not less than forty-five years; and

WHEREAS, there are some federal and state programs that provide down-payment assistance to purchasers of low and very-low income units, but the City has not provided down payment assistance or similar support to buyers or developers of for-sale moderate income housing units developed pursuant to the Inclusionary Housing Ordinance, and does not intend to provide assistance for such units in the future; and

WHEREAS, the City desires to seek a balance in its affordable housing policies to ensure that the City maintains a balance that allows moderate income homeowners to build equity from homeownership while also promoting the interest in preserving the affordable housing assets of the community; and

WHEREAS, the City believes that balance is better struck by reducing the restrictions on resale of moderate income affordable units from forty-five years to ten years, provided that neither the developer nor the purchaser of the moderate income units receives financial assistance from the City; and

WHEREAS, in the event that the developer or purchaser of a moderate income unit receives financial assistance from the City, the resale restrictions on such unit shall remain in place for not less than forty-five years; and

WHEREAS, on April 13, 2016, the City's Affordable Housing Steering Committee considered the proposal to reduce the resale restrictions on for-sale moderate income units under the Inclusionary Housing Ordinance from forty-five to ten years, and after discussion the Committee recommended that the Planning Commission and City Council consider an ordinance to make the proposed reduction in term, provided that the forty-five year resale restriction would

be imposed on moderate income units if the developer or buyer received financial assistance from the City; and

WHEREAS, on May 24 2016, the Planning Commission recommended by a vote of 6-0 that the City Council adopt Ordinance 2016-06 amending Section 17.200.080 of the City of Winters Municipal Code to Amend the Term of Resale Restriction of Moderate Income Inclusionary Units from Fort-Five Years to Ten Years; and

NOW, THEREFORE, the City Council of the City of Winters does hereby ordain as follows:

Section 1. Recitals. The above recitals are hereby found to be true and accurate and are incorporated into this Ordinance by this reference.

Section 2. Findings. The City Council hereby makes the following findings:

A. Pursuant to Winters Municipal Code section 17.28.010, the City Council hereby finds that the text amendments to the zoning code contained in this Ordinance are required for the public necessity, convenience and general welfare. The City Council further finds, based upon Planning Commission recommendation, that this Ordinance conforms to the City's general plan.

Section 3. Amendments to Section 17.200.080. Section 17.200.080 of Chapter 17.04 of Title 17 of the City of Winters Municipal Code is hereby amended to read as follows:

A. Subsection A of Section 17.200.080 is hereby amended to read as follows:

A. Duration of Affordability for Rental and Resale of Inclusionary Units. All rental and for-sale inclusionary housing units developed within the city shall remain affordable for a period of not less than fifty-five (55) years for rental units, forty-five (45) years for owner-occupied units that are to be sold to very-low or low income households, ten (10) years for owner-occupied units that are to be sold to moderate income households, and fifteen (15) years for mutual self-help housing units), and shall be regulated by regulatory agreement, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by the city. Notwithstanding the foregoing, in the event that the City provides any financial assistance to a developer or an eligible household in connection with the purchase or sale of an owner occupied unit to a moderate income household pursuant to this chapter, the units that is the subject of such assistance shall remain affordable for a period of not less than forty-five (45) years in accordance with the requirements of this Section.

Section 4. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly, as it is simply a clarification of existing restrictions as currently set forth in the City of Winters Municipal

Code. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

Section 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 318 First Street, Winters, CA 95694. The custodian of these records is the City Clerk.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Winters hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

Section 8. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Winters.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Winters, California, at a regular meeting of the City Council held on the ____ day of _____, 2016.

City of Winters

By: Cecilia Aguilar-Curry, Mayor

ATTEST:

Nanci Mills, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

CITY OF WINTERS

ORDINANCE 94-10

AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING PROGRAM
FOR THE CITY OF WINTERS

WHEREAS, the public welfare requires the establishment of a program to encourage the provision of new affordable housing in order to meet the housing needs of the citizens of the City of Winters;

WHEREAS, federal and state funds are either extremely limited or no longer available to facilitate the construction of new affordable housing which places greater emphasis on local government and the private sector in producing affordable housing; and

WHEREAS, the City of Winters General Plan provides for several housing policies which will facilitate the development of new and rehabilitated affordable housing; and

WHEREAS, the Winters General Plan also provides for programs, activities and incentives to implement housing policy to encourage the production of housing affordable to low and very low income households.

NOW, THEREFORE, the City Council of the City of Winters does ordain as follows:

Section 1. Article 31, Affordable Housing, is hereby added to Title VIII of the Winters Municipal Code to read as follows:

ARTICLE 31. AFFORDABLE HOUSING

Section 8-1.3101. **PURPOSE.** The public welfare requires the city to take action to ensure that affordable housing is constructed and maintained within the City of Winters. The General Plan contains goals, policies and implementation programs designed to facilitate the development of new and rehabilitation for affordable housing. Such policies include but are not limited to, achieving the community's fair share regional allocation for housing for very low and low income households, establishing density bonuses to facilitate construction of housing for targeted income groups, rezoning land to promote mixed uses and affordable housing, and seeking all available sources of funding (including redevelopment) to facilitate development of affordable housing by the private sector. Special needs must be addressed such as adequate bedrooms for large families and housing for seniors.

Section 8-1.3102. **DEFINITIONS.** For the purposes of this article the following words and phrases shall have the meanings respectively ascribed to them by this section.

- (a) "Affordable housing" means affordable sales housing or affordable rental housing. Affordable housing focuses on moderate, low and very low income households as defined hereinafter and by State Statute. The ratio of household income to ability to pay may evolve over time. However, currently affordable housing purchase payments are approximately 30% of gross monthly household income less insurance and property taxes. Affordable rental housing payments are approximately 30% of gross monthly household income less utilities.
- (b) "Moderate income" means a household earning a gross income of more than 80 percent and less than 121 percent of the median income for Yolo County as determined by the U.S. Department of Housing and Urban Development.
- (c) "Low income" means a household earning a gross income of more than 50 percent and less than 80 percent of the median income for Yolo County as determined by the U.S. Department of Housing and Urban Development.
- (d) "Very low income" means households earning a gross income of less than 50 percent of the median income for Yolo County as determined by the U.S. Department of Housing and Urban Development.
- (e) "Density bonus" means entitlement to build additional residential units above the maximum number of units permitted pursuant to existing General Plan, applicable specific plan and zoning designations. Density bonus units may be constructed only in the development where the units of affordable housing are located. Density bonus means a bonus of units awarded to a development pursuant to Government Code Section 65915 et seq.

Section 8-1.3103. **APPLICABILITY OF ARTICLE.** This Article is enacted pursuant to the police power of the City of Winters and is for the purpose of providing affordable housing in Winters consistent with the General Plan.

Section 8-1.3104. **INDIVIDUALIZED PROJECTS.** The Winters General Plan contains a policy that at least 15 percent of all new housing units will be affordable to persons of very low, low, or moderate income households, with six percent of new housing being affordable to very low income households, and nine percent being affordable to low or moderate income households in proportion to the unmet needs for each identified in the current Housing Element. This policy may be met in a variety of ways, including but not limited to, construction of dwelling units (single-family or multi-family) and sales or rentals; dedication of land; monetary payments in lieu of dedication of land, cooperative ventures with non-profit housing corporations, mutual housing associations, limited equity housing cooperatives, self-help or "sweat equity" projects, etc.

The City will explore all avenues of funding and cooperative efforts to assist in the development of affordable housing by the private and non-profit sectors.

The City's policy is to cause to be constructed 15% of all new housing for very low, low and moderate income house holds. This is a community-wide policy. Each project/subdivision will be individualized or tailored to contribute to the end policy. Every project will not be identical. A project individualized program shall be developed jointly by the developer/builders and city. The city reserves the final authority to determine whether the developer's project individualized program meets the city's affordable housing requirements.

Such programs may included but are not limited to the following: Programs may use a combination of the following elements.

- a. Construct units for sale or rental.
- b. Provide an irrevocable offer of dedication of land.
- c. Payment of an in lieu fee instead of constructing units or dedicating land.
- d. Density bonuses shall be granted for low and lower income units pursuant to State Statute.

Sections 8-1.3105 TERM. Affordable housing for low and very low income house hold shall remain affordable for a period of not less than 55 years.

Section 8-1.3106 HOUSING MIX. A community-wide housing mix is essential. Seniors and large families must be addressed as well as average size house holds. Affordable housing units shall include a mis of units sizes, and to the extant feasible, should be dispersed throughout the development.

Section 8-1.3107 MINIMUM SIZE. The city shall approve development program for affordable housing proposals with a minimum acceptable size of land dedication based upon development feasibility included standard criteria such as parking, open space, building height, etc.

Section 8-1.3108 IN-LIEU FEES. In-lieu fees shall be established by Resolution of the City Council. Any such payment shall be deposited into a separate account for independent audit and entitled "Affordable Housing Fund". This in-lieu fee shall be levied on builders only when on-sit construction and dedication of land requirements are not deemed feasible or in combination with construction and dedication. The preferred action is construction of housing as compared to payment of in-lieu fees. The city shall determine whether the payment of in-lieu fees is appropriate to meet the affordable housing requirements. The city reserve the final authority to determine whether the developer's project

individualized program meets the city's affordable housing requirements.

This Ordinance was introduced at a regular meeting of the Winters City Council on the 19th day of April, 1994 and was passed and adopted on the 3rd day of May, 1994 by the following roll call vote:

AYES: Curry, Mosier, Pfanner, Mayor Chapman

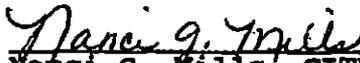
NOES: None

ABSENT: Martin

ABSTAINED: None


J. Robert Chapman, MAYOR

ATTEST:


Nanci G. Mills, CITY CLERK



ORDINANCE NO. 2009-18

AN ORDINANCE OF THE CITY OF WINTERS REPEALING SECTION 17.60.030(B) OF THE ZONING CODE AND ADDING CHAPTER 17.200 TO THE ZONING CODE PERTAINING TO AFFORDABLE HOUSING REQUIREMENTS

The City Council of the City of Winters hereby ordains as follows:

SECTION 1. Recitals.

- A. The City of Winters undertook a comprehensive study and analysis of its affordable housing program, which prompted certain revisions to the affordable housing program for the City.
- B. The affordable housing requirements contained in this Ordinance are the culmination of the City's efforts to develop an affordable housing program that promotes a balance between encouraging the development of market-rate housing and mixed use development in the City, while at the same time, providing for the creation of affordable housing necessary to meet the needs of individuals of very low, low and moderate income within the City.
- C. The City of Winters Planning Commission conducted a noticed public hearing regarding this Ordinance, which amends the Zoning Code to repeal Section 17.60.030(B) and add Chapter 17.200 pertaining to affordable housing requirements within the City, and has recommended approval of the Ordinance.
- D. The City Council of the City of Winters has provided public notice of its intention to amend the Zoning Code to adopt Chapter 17.200, and conducted a public hearing thereon on December 15, 2009.
- E. The proposed amendment of the Zoning Code to add Chapter 17.200 is consistent with the goals, policies, and objectives of the City of Winters General Plan, and in particular, the Housing Element, as adopted on September 1, 2009.
- F. The proposed amendment of the Zoning Code to add Chapter 17.200 has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 2. Chapter 17.200 "Affordable Housing Requirements" is hereby added to the Winters Municipal Code to read as follows:

Section 17.200.010 Purpose and Intent

The public welfare requires the City to take action to ensure that affordable housing is constructed and maintained within the City. This Chapter is intended to provide that new development projects in the City contain or assist in the production of a defined percentage of housing affordable to low income and very low income households, to provide for a program of incentives, and to implement the affordable housing policies contained in the Housing Element of the City's General Plan.

Section 17.200.020 Definitions

"Affordable Housing Steering Committee" means an advisory committee appointed by the City Council for the purpose of advising the City Council, Planning Commission, Community Development Agency and City staff on affordable housing policies and programs, use of redevelopment housing funds, proposed affordable housing projects, and other housing matters, at the request of the City Council.

"Community Development Director" means the director of the Community Development Department of the City, or his or her designee.

"Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities which seeks the City's approval of discretionary land use entitlements for all or part of a development project. "Developer" includes "owner"

"Development project" means any development project that contains residential units, including single family and multifamily units.

"Inclusionary housing agreement" means an agreement between the developer and the City setting forth the manner in which the inclusionary housing requirements will be met in the development project.

"Inclusionary housing plan" means the plan setting forth the manner in which the developer proposes to satisfy the inclusionary housing requirements of this Chapter within the development project.

"Inclusionary housing requirement" means the inclusionary housing requirements as specified in this Chapter.

"Inclusionary housing unit or inclusionary unit" means an ownership or rental unit developed or provided in satisfaction of the inclusionary housing requirements of a development project, as provided for in this Chapter, and which is affordable to very low, low income or moderate income households.

"Low income household" means a household whose income does not exceed eighty percent (80%) of median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

“Moderate income household” means a household whose income does not exceed one hundred twenty percent (120%) of median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

“Very low income household” means a household whose income does not exceed fifty percent (50%) of the median income, adjusted for household size, applicable to Yolo County, as published and periodically updated by the United States Department of Housing and Urban Development.

Section 17.200.030 Inclusionary Housing Requirements

(A) Number and Affordability of Units. Except as otherwise provided for in this Chapter, all development projects consisting of five (5) or more residential units within the City of Winters shall include inclusionary housing units equal to fifteen percent (15%) of the total number of residential units in the development project, excluding density bonus units. The fifteen percent (15%) inclusionary housing requirement shall consist of six percent (6%) very low income units and nine percent (9%) low income or moderate income units in proportion to the unmet needs for each identified in the current housing element.

(B) Exception. The following development projects are exempt from the provisions of this Chapter:

1. Redevelopment Project Area. The fifteen percent (15%) inclusionary housing requirement provided in Subsection A above shall not apply to development projects within the Winters Community Development Agency Redevelopment Project Area that contain fifteen (15) or fewer residential units. This exception shall expire on December 31, 2013, unless extended by the City Council. Any development project that has not acquired a vested right to develop in accordance with existing laws and regulations by such expiration date shall be required to comply with the provisions of this chapter.
2. Project with prior approval. A development project that has obtained discretionary approval (e.g., a Development Permit, Use Permit, Design Review, Planned Development Permit, or Variance approval) before the effective date of this Chapter; or a building permit before the effective date of this Chapter; or a Certificate of Occupancy before the effective date of this Chapter.
3. Exempt by State law. A development project that is exempt from this Chapter by State law.
4. Project with vested rights. A development project for which the City has entered into a development agreement before the effective date of this Chapter, or which otherwise demonstrates a vested right to proceed without complying with this Chapter.

(C) Implementation. The developer shall propose an inclusionary housing plan to community development director as provided for in this Chapter. A condition requiring compliance with all of the terms of the inclusionary housing plan, as approved by the Planning Commission, shall be imposed on the development project. Further, the developer and the City shall enter into an inclusionary housing agreement that requires compliance with the inclusionary housing plan, and that will be recorded upon the property as provided in this Chapter.

(D) Density Ranges. Development projects which are proposed in areas of the City zoned for medium high and high density residential use, shall only be approved if density of the development project is in the upper one-half of the density ranges specified in the Zoning Code for developments in such zones, unless site constraints effectively prohibit such intensity of development.

(E) Unit Size. The inclusionary housing requirement shall accommodate diverse family sizes by including a mix of studio, one, two and/or three bedroom units where feasible.

(F) Exterior Appearance. The inclusionary units shall be visually compatible with and shall have similar external building materials and finishes as the market rate units in the immediate neighborhood.

(G) Access to Common Amenities. Tenants and residents of inclusionary units shall be provided the same rights and access to common amenities within the development project as tenants and residents occupying market rate units.

(H) Small Parts of Larger Projects. The City shall not approve development projects which reasonably appear to be smaller parts of a greater project and have the effect of circumventing the requirements of this Chapter.

Section 17.200.040 Inclusionary Housing Plan

(A) Submittal Requirements. At the time of and as part of the application for a discretionary land use entitlement for a development project, the inclusionary housing plan shall be submitted to the Community Development Director by the project developer, and shall include:

1. A detailed description of the method by which the developer will comply with the requirements of this Chapter.
2. The location of the inclusionary units within the development project, if applicable, the size of the inclusionary units, and any incentives requested by the developer in accordance with Section 17.200.060 of this Chapter.
3. Where an alternative to constructing inclusionary units on-site is intended, the developer shall provide detailed information regarding the alternative selected for meeting the inclusionary housing requirement, including a written statement that the proposed parcel(s), site, or existing market rate units, if applicable,

are available and capable of being dedicated to the City by the developer and that the affordable units shall be restricted as affordable housing, by way of contractual restrictions, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

4. A phasing plan that provides a schedule for the timely development of the inclusionary units as the development project is built out.
5. Any other information deemed necessary by the Community Development Director.

(B) Affordable Housing Steering Committee Meeting. Prior to the submittal of the inclusionary housing plan, the Affordable Housing Steering Committee shall meet with and provide recommendations to the project developer regarding compliance with this Chapter.

(C) Community Development Director Preliminary Review. Upon receipt of the proposed inclusionary housing plan, the Community Development Director shall review the plan, and thereafter shall meet with the project developer to discuss the proposed plan.

(D) Plan Approval. After the preliminary review by the Community Development Director, the inclusionary housing plan shall be subject to the same review and approval as the discretionary land use entitlements.

Section 17.200.050 Alternative Methods to Meeting Inclusionary Housing Requirements

The City strongly prefers and shall encourage on-site construction of inclusionary units, however alternatives to the on-site construction of the inclusionary housing units may be proposed by the developer, consistent with the requirements set forth below in this section. The alternative methods are subject to review and approval of the City, as part of the inclusionary housing plan review process. The developer shall have the burden of demonstrating that the alternative selected is equivalent to the on-site construction of inclusionary housing units. Alternatives may include:

(A) Land Dedication. A developer may propose to dedicate land within the City sufficient to construct at least the same number of units and infrastructure to support the number of units as the developer would have been required to construct on-site subject to the inclusionary housing requirement. Land may be dedicated pursuant to this alternative provided the site will support the same number of units the developer is required to construct, has zoning of a minimum density necessary to accommodate the inclusionary housing requirement, that the site is physically and legally acceptable to the City, and that the site is restricted to affordable housing. The developer shall dedicate the land to the City at no cost the City.

(B) On-Site or Off-Site Construction. A developer may propose to develop housing to satisfy the inclusionary housing requirement at an on-site or off-site location within the City.

(C) Acquisition, Rehabilitation, and Conversion of Market Rate Units. A developer may propose to acquire and rehabilitate existing market rate units in the City which are at or above existing affordable rents, which require repair, rehabilitation, modernization or other work and convert those units to affordable housing units.

(D) Conversion of Market Rate Units. A developer may propose to convert existing market rate units in the City which do not require rehabilitation and are at or above existing affordable rents to affordable housing units by way of contractual restrictions, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

(E) Accessory Units. A developer may propose to construct accessory dwelling units (e.g. granny flats) on site of the development project to meet the inclusionary housing requirement. The lots upon which the accessory dwelling units are constructed shall be restricted to provide that the units remain affordable housing units by way of contract, recorded covenants or other legal mechanisms.

(F) Inclusionary Housing Credits. A developer may propose to use inclusionary housing credits, as defined in this Chapter, to meet the inclusionary housing requirement.

(G) Payment of In-Lieu Fees. A developer may propose to pay an in-lieu fee to the City instead of constructing affordable units to meet the inclusionary housing requirement.

(H) Cooperative Ventures. A developer may propose a cooperative venture with a non-profit housing corporation, mutual housing association, limited equity housing cooperative, or other entity.

(I) Sweat Equity Project. A developer may propose a self-help or "sweat equity" project with a non-profit corporation or other entity.

(J) Combination. A developer may propose to utilize a combination of the above alternatives to meet the inclusionary housing requirement.

(K) Other Alternatives. A developer may propose, and the City may accept, other alternatives that meet the requirements and intent of this Chapter.

Section 17.200.060 Incentives and Assistance

(A) Request for Incentives and Assistance. The developer of a development project subject to the inclusionary housing requirements of this Chapter, may request, and the City, in its discretion, may grant or deny the request for incentives as set forth in this section.

(B) Fee Waivers or Deferrals. The City may grant to a developer a program of waivers, reduction or deferrals of development fees or administrative fees for the inclusionary units.

(C) Inclusionary Housing Credits. A developer may submit as part of the inclusionary housing plan a proposal to provide affordable housing units or a donation of land in connection with a development project beyond the requirements of this Chapter. The developer may credit the additional affordable units or land against future development projects proposed by the developer within the City, subject to the provisions of this chapter. Inclusionary housing credits may also be transferred or sold to any other person or entity subject to the following conditions:

(1) Inclusionary housing credits must be applied to another development project within five (5) years of issuance of a certificate of occupancy for the inclusionary units(s) or implementation of an alternative method of meeting the inclusionary method of meeting the inclusionary housing requirement which gives rise to the credits, such as land dedication. A developer who has not used, transferred or sold credits within the time specified in this section may apply to the City for a one (1) year extension on the life of the credits. A request for extension of the inclusionary housing credit shall be reviewed by City Council who shall grant or deny the request for extension. The City Council shall consider progress and efforts the developer has made to utilize the credits during the previous five (5) years, the impact on affordable housing in the City if the extension is granted, any proposals for use of the credits should the extension be granted and other relevant factors.

(2) Inclusionary units receiving monetary subsidies through the City shall not receive credits unless the City has been reimbursed for its financial assistance.

(D) Local Public Funding. A developer may apply to the community development agency for local public funding to assist in the financing and development of affordable housing to meet the inclusionary housing requirement.

(E) Modification of Development Standards. To the extent feasible in light of the uses, design and infrastructure needs of the development project, modifications to existing City planning standards may be made for the development project. Such modifications shall be requested through a development permit, or other such permit that allows the modification of planning standards, and shall be considered in conjunction with the other discretionary land use entitlements for the development project.

(F) Mixed Use Projects. Mixed use projects containing affordable units may be proposed and approved in areas of the City where the Zoning Code and the General Plan allow such development to help off-set the cost of developing affordable units pursuant to the requirements of this chapter.

Section 17.200.070 Density Bonus

Inclusionary units required by this Chapter or otherwise proposed to be constructed as part of a development project shall not be counted towards the number of units necessary to qualify for a density bonus under applicable state or local laws.

Section 17.200.080 Restrictions on Inclusionary Units

Each inclusionary unit created as a result of this Chapter shall have limitations governing its rental, sale, and/or resale and its occupancy, unless such limitations would be in conflict with federal or state law. The purpose of these limitations is to preserve the long-term affordability and to ensure its continued availability for income eligible households.

(A) Duration of Affordability for Rental and Resale of Inclusionary Units. All rental and for-sale inclusionary housing units developed within the City shall remain affordable for a period of not less than that required by Section 33334.3(f)(1) of the California Health and Safety Code (fifty-five years for rental units, forty-five years for owner-occupied units and fifteen years for mutual self-help housing units), and shall be regulated by regulatory agreement, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

(B) Occupancy Requirements.

(1) Rental Units. Any person(s) who occupies a rental inclusionary unit shall occupy that unit as his or her principal residence and shall annually certify that he or she qualifies for the applicable affordable rent level. The Community Development Director shall annually initiate this certification process. If and when any person(s) who rents an inclusionary unit no longer qualifies at the applicable affordable rent and income levels, the person(s) shall be required to vacate the unit or pay the market rate for the unit provided another rental unit is made available at the income level of the inclusionary unit.

(2) For-Sale Units. (i) Except as provided in this section, an initial owner who purchases a for-sale inclusionary unit shall occupy that unit as his or her principal residence. The inclusionary housing agreement shall provide that a for-sale inclusionary unit may only be rented or leased with the written permission of the City, and then, only to an income eligible person and the inclusionary unit shall be rented at no greater a rental rate than the affordable rent level as defined in Health and Safety Code Section 50053. The inclusionary unit shall be rented or leased at the same income level of the original for-sale affordable housing price. For example, if the initial owner bought the unit at the very low income housing price the unit shall be rented at the very low income rent level currently in effect. Any person intending to offer a for-sale inclusionary unit for rent or lease shall first notify the City housing coordinator in writing, prior to the renting of the unit. (ii) An initial owner shall be required to execute a promissory note, secured by a deed of trust, payable to the City, for the difference between the fair market value of the unit and the actual purchase price ("Silent Second Note"). The Silent Second

Note shall accrue interest at the Local Agency Investment Fund (“LAIF”) rate, and shall be due and payable upon the sale, transfer or refinancing of the unit, unless the sale is to another low income eligible buyer, as determined by the City. The proceeds of any Silent Second Notes shall be deposited in an account designated for uses related to the provision of affordable housing in the City.

(C) Resale of For-Sale Units. The initial owner or any subsequent owner may sell a for-sale unit pursuant to the following requirements. Inclusionary for-sale units shall remain affordable to subsequent income eligible buyers pursuant to the resale restricted term provided for in subsection (A) above, and in accordance with the affordable housing costs set forth in Health and Safety Code Section 50052.5. The inclusionary for-sale unit shall be sold at the same affordable housing price income level as it was originally sold, and the new income eligible buyer shall be required to execute a new inclusionary housing agreement and Silent Second Note, secured by a deed of trust.

(1) Option to Sell to City. If the owner is unable to sell the inclusionary unit within one hundred and eighty (180) days of offering and advertising the unit for sale, the owner may offer to sell the unit to the City at the affordable housing price at the time offer. The Community Development Director may reduce the one hundred and eighty (180) day requirement specified above if the owner demonstrates, to the satisfaction of the Director, that such limit would create a hardship for the owner. If the City or its assignee does not complete the purchase of the unit within ninety (90) days of the owner’s offer of sale to the City, the resale obligation of this section shall terminate; however, the provisions of this section relating to recapture upon sale shall continue to apply and remain in full force and effect.

(2) Recapture Upon Sale. If the inclusionary unit does not sell within one hundred and eighty (180) days of offering and advertising the unit for sale, or such lesser time as established by the Community Development Director upon a finding that a hardship exists, and if the City does not acquire the inclusionary unit as specified in this section, the inclusionary unit may be sold at the current market price. Upon the sale of a unit at market price, the seller shall pay to the City housing trust fund the full amount of the Silent Second Note, described above in this section. The owner shall be entitled to any appreciation in the fair market value of the unit from the time of initial sale to the present sale.

Section 17.200.090 Administration of Inclusionary Housing Requirements

(A) Inclusionary Housing Agreement. Upon approval of the inclusionary housing plan pursuant to Section 17.200.030, the Community Development Director shall prepare an inclusionary housing agreement for the development project that is consistent with inclusionary housing plan, and shall indicate ownership information, type of inclusionary unit (for-sale or rental), the number and size of the inclusionary units, the developer of the inclusionary units, the phasing and construction scheduling of the inclusionary units, commitments for inclusionary incentives and any other information required by the City

relative to the inclusionary housing requirement. In the case of alternatives to the inclusionary housing requirement, the agreement shall also contain the information required in this chapter pertaining to the alternative. Upon completion, the inclusionary housing agreement shall be recommended for approval by the City Council at the next regular City Council meeting. The inclusionary housing agreement shall provide a direct financial contribution by the City in the amount of not less than one hundred dollars (\$100) per inclusionary unit.

No final map shall be approved and no grading permit or building permit shall be issued by the City prior to the full execution and recordation of the inclusionary housing agreement against the property.

(B) Action on Inclusionary Housing Agreement. The City Council shall approve the inclusionary housing agreement upon a finding that the agreement meets all the requirements of this chapter and shall direct that the agreement be recorded upon the subject property.

(C) Affordable Rental and Affordable Housing Agreements. Prior to obtaining a certificate of occupancy for a development project which includes inclusionary units, the developer shall cause an affordable rental agreement to be executed between the owner of the property and the City which shall be recorded with the county recorder's office against the parcels identified in the inclusionary housing agreement as being inclusionary units, in a form reviewed and approved by the City Attorney. Where the inclusionary unit is a for-sale unit within a development project, prior to obtaining a certificate of occupancy for that unit the developer shall cause an affordable sale agreement to be executed between the initial owner of the inclusionary unit and the City, which shall be recorded with the county recorder's office against the parcel, in a form reviewed and approved by the City Attorney.

(D) Administrative of Affordability for Rental Inclusionary Housing. The owner of rental inclusionary units or for-sale inclusionary units offered for rent shall be responsible for certifying the income of the tenant or owner to the City at the time of initial rental and annually thereafter. The owner of a for-sale inclusionary unit shall certify to the City the income of the initial purchaser.

(E) Accessory Dwellings. Prior to obtaining a certificate of occupancy for an accessory dwelling which is designated as an inclusionary units pursuant to an inclusionary housing agreement, the developer shall cause an affordable sale agreement to be executed between the initial owner of the accessory dwelling unit and the City, which shall be recorded with the county recorder's office against the accessory dwelling unit, in a form reviewed and approved by the City Attorney.

(F) Guidelines. The Community Development Director may develop additional guidelines as necessary for implementation of this chapter.

(G) Appeal. Where the provisions of this Chapter vest the Planning Commission with final decision making authority, any applicant aggrieved by the decision of the Planning Commission may appeal the decision to the City Council, within ten (10) days of the final decision of the Planning Commission. Any appeal of a decision of the Planning Commission must be filed with the City Clerk. The City Clerk shall set the appeal before the City Council within forty (40) days of receipt of the appeal.

Section 17.200.100 Monitoring of Inclusionary Housing

(A) Developers. Developers that have entered into an inclusionary housing agreement requiring the provision of inclusionary housing units will be monitored by the City annually to assure compliance with the inclusionary housing agreement.

(B) Inclusionary Units. Inclusionary housing units developed within the City will be monitored by the City annually to verify that the units remain affordable in accordance with Section 17.200.080(B) of this chapter.

(C) Reporting. An annual reporting mechanism shall be created by the City to identify the number of inclusionary housing units that have been required for development within the City by inclusionary housing agreements during the annual reporting period and shall include the number of inclusionary housing units that have actually been developed during the annual reporting period. The report shall also include the results of the monitoring of developers and inclusionary units already in existence.

Section 17.200.110 Administrative and In-Lieu Fees

The City Council may, by resolution, establish an in-lieu fee and reasonable fees and deposits to defray costs of processing applications, proposals pursuant to this Chapter.

Section 17.200.120 Enforcement and Penalties

It is unlawful to offer for sale or to rent or lease any inclusionary unit without compliance with this Chapter. Any person who violates any provision of this Chapter shall be guilty of a misdemeanor. Any person who violates any provision of this Chapter shall be guilty of a separate offense for each and every day which any person commits, continues, permits, or causes a violation thereof and, shall be punished accordingly.

SECTION 3.

Section 17.60.030(B) of Chapter 17.60 of the Winters Zoning Code pertaining to affordable housing requirements for individualized projects is hereby repealed in its entirety.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effective 30 days after its adoption and shall be published and posted as required by law. The City Clerk of the City of Winters shall

cause this Ordinance to be published and posted in accordance with 36933 of the Government Code of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on December 15, 2009, and was passed and adopted at a regular meeting of the City Council held on January 5, 2010 by the following vote:

AYES: Council Members Aguiar-Curry, Fridae, Stone and Mayor Martin

NOES: None

ABSENT: Council Member Anderson

ABSTAIN: None

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

1160228.15

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
City of Winters
318 First Street
Winters, California 95694
Attn: Redevelopment/Housing Manager

[Property address:]

----- Space Above This Line for Recorder's Use -----

**DECLARATION OF RESTRICTIONS AND
RIGHT OF FIRST REFUSAL AGREEMENT**

THIS DECLARATION OF RESTRICTIONS AND RIGHT OF FIRST REFUSAL AGREEMENT ("**Declaration**") is made as of _____, 20__, by and between _____ as _____ ("**Owner**") and the City of Winters, a municipal corporation ("**City**"). Owner is purchasing that certain real property in the City with a street address of _____, Winters, California _____, and more particularly described on Exhibit A attached hereto ("**Property**").

Section 1. Recitals.

The following recitals of fact are a material part of this Declaration:

(a) The City has developed a program to provide home ownership opportunities to individuals and families with low and moderate incomes by offering homes for sale at prices which are below those otherwise prevailing in the market;

(b) This Property was purchased by Owner at a below fair market value in accordance with the goals of the City.

NOW, THEREFORE, in consideration of the substantial economic benefits inuring to Owner and the public purposes to be achieved under the affordable housing program, Owner and City agree as follows:

Section 2. Owner Acknowledgments and Agreements. Owner hereby acknowledges and agrees that taking title to a Property shall constitute Owner's acknowledgment and agreement of the following:

THE PROPERTY IS BEING ACQUIRED BY OWNER AT A COST WHICH IS BELOW MARKET RATE FOR THE PROPERTY AND THAT THE PROPERTY IS SUBJECT TO THE RESTRICTIONS CONTAINED IN THIS AGREEMENT. THERE SHALL BE NO SALE OR TRANSFER OF THE PROPERTY EXCEPT IN ACCORDANCE WITH

THIS AGREEMENT. ANY SALE OR OTHER TRANSFER OF THE PROPERTY IN VIOLATION OF THIS AGREEMENT SHALL BE VOIDABLE BY THE CITY.

Section 3. Definitions.

As used in this Declaration, the capitalized terms set forth below shall have the following meanings:

- (a) **"Affordable Price"** means the price paid by the Owner for the Property.
- (b) **"City"** means the City of Winters.
- (c) **"City Note"** is the promissory note executed by Owner in favor of City in the form attached as Exhibit B, which is secured by a Deed of Trust executed by Owner in favor of City. The principal amount of the City Note is the Payment Assistance plus a contingent deferred amount upon the Sale of the Property calculated pursuant to Section 7.3(c).
- (d) **"Declaration"** is defined in the Preamble.
- (e) **"Deed of Trust"** means the separate Deed of Trust on this Property securing Owner's obligations under the City Note, executed by Owner in favor of the City in the form attached as Exhibit C.
- (f) **"Events of Default"** are defined in Section 9.1.
- (g) **"Grant Deed"** is means a standard title company form grant deed.
- (h) **"Occupancy Certificate"** is defined in Section 11.3.
- (i) **"Offer"** is defined in Section 7.1.
- (j) **"Offer Price"** is defined in Section 7.1.
- (k) **"Owner"** is defined in the Preamble.
- (l) **"Payment Assistance"** means an amount equal to \$_____ which the City has provided to Owner to assist owner in making its down payment on the Property. The Payment Assistance is included in the principal amount of the City Note.
- (m) **"Principal Residence"** means the location at which an individual resides for ten (10) months out of each calendar year or such shorter period of time as City, in its sole discretion, shall determine.
- (n) **"Prohibited Transfer"** is defined in Section 6.3.
- (o) **"Property"** is defined in the Preamble.

(p) **“Purchaser”** means a third party to whom the Property is Sold in accordance with this Declaration.

(q) **“Revised Offer”** is defined in Section 7.1.

(r) **“Revised Offer Price”** is defined in Section 7.1.

(s) **“Right of First Refusal”** is defined in Section 7.1.

(t) **“Sale”, “Sell” or “Sold”** means a Transfer of the Property for monetary consideration.

(u) **“Sales Price”** means the gross price being paid to Purchase the Property, either by the City or a Purchaser.

(v) **“Senior Lender”** means a bank, savings and loan association, insurance company, pension fund, publicly traded real estate investment trust, governmental agency, or charitable organization engaged in making loans which customarily makes residential purchase money loans and has loaned money to Owner to purchase or refinance the purchase of the Property.

(w) **“Senior Lien”** means a single deed of trust for the purpose of securing a loan from the Senior Lender to finance or refinance the purchase of the Property.

(x) **“Senior Loan”** means the purchase money loan obtained by Owner from the Senior Lender.

(y) **“Transfer”** means any voluntary or involuntary assignment or transfer of any interest in the Property.

Section 4. Related Documents.

Owner executed the Deed of Trust on the Property in favor of City, dated _____, 20____ securing the City Note.

Section 5. Restrictions.

5.1 Restrictions. Owner shall own and occupy the Property as Owner’s Principal Residence, and Owner shall not Transfer the Property, or any portion thereof, in violation of this Declaration.

5.2 Term. This Declaration shall remain in effect until such time as the Property is Sold pursuant to the terms of this Declaration.

5.3 Owner Representations and Warranties. Owner represents and warrants to City that the financial and other information Owner previously provided to City for the purpose

of qualifying to purchase the Property was true and correct at the time it was given and remains materially true and correct as of the date of this Declaration.

Section 6. Transfer Procedures.

6.1 Transfers for No Consideration. The following Transfers of the Property without monetary consideration are permitted under this Declaration:

- (a) Transfer of title by gift, devise, or inheritance to an Owner's spouse;
- (b) Transfer of title by devise or inheritance to an Owner's natural or adopted children;
- (c) Transfer of title by an Owner's death to a surviving joint tenant, tenant by entireties, or a surviving spouse of community property;
- (d) Transfer of title to a spouse as part of divorce or dissolution proceedings; or
- (e) Transfer of title or any interest in the Property to the spouse in conjunction with marriage.

6.2 Notification of City for Transfers for No Consideration. If the proposed Transfer is made under the provisions of Section 6.1, Owner, the trustee, executor or new owner, as the case may be, shall notify the City in writing of the change in ownership of the Property within 20 days of such event giving rise to such Transfer. Any such transferee shall be bound by and subject to the provisions of this Declaration.

6.3 Prohibited Transfers. Any Transfer other than as permitted under this Declaration is a "Prohibited Transfer". A Prohibited Transfer specifically includes any Transfer of a use, rental or leasehold interest in a Property. Any Sale of the Property other than in strict accordance with this Declaration is a Prohibited Transfer.

Section 7. Right of First Refusal.

7.1 Grant of First Right of Refusal. Owner grants to City a right of first refusal to purchase the Property if the Owner desires to Sell the Property ("**Right of First Refusal**"). Owner shall provide, or cause its real estate agent to provide, to the City an offer which shall contain the proposed offering price ("**Offer Price**") and other customary terms of the proposed Sale, which terms shall be reasonable and customary in accordance with the real estate market within the City ("**Offer**"). Upon request, the Owner shall provide to the City reasonable documentation of its Offer Price, such as by way of example and not limitation, sales prices of comparable houses or an appraisal. The City shall have fifteen (15) days to accept, reject or negotiate the terms of the Offer in writing; provided, however that the failure of the City to respond within such 15-day time period shall be deemed to be a rejection of the Offer. Upon the rejection or deemed rejection of the Offer, the Owner may Sell the Property to any third party; provided however that the Owner shall not accept any offers from third parties for less than the Offer Price or on terms that are materially more favorable than the Offer without first notifying

the City in writing of the proposed new purchase price ("**Revised Offer Price**") and new terms of the sale ("**Revised Offer**"). The City shall have an additional five (5) days to accept or reject the Revised Offer at the Revised Offer Price in writing; provided, however that the failure of the City to respond within such 5-day time period shall be deemed to be a rejection of the Revised Offer at the Revised Offer Price and the Owner may Sell the Property to any third party; provided however that the Owner shall not accept any offers from third parties for less than the Revised Offer Price or on terms that are materially more favorable than the Revised Offer without first notifying the City in writing. Owner shall be required to re-offer the Property to the City until such time as (a) the City accepts the Offer or Revised Offer or (b) a third party has agreed to purchase the Property on terms that are substantially the same as the Offer or Revised Offer (including without limitation at the Offer Price or Revised Offer Price).

7.2 Closing Procedures For Sale to City. If the City accepts the Offer (either at the Offer Price or at the Revised Offer Price) at closing, Owner shall convey the Property to the City by Grant Deed. Owner shall cause a mutually acceptable title company to issue to the City a CLTA standard coverage owner's form of title insurance policy in the amount of the Sales Price insuring title to the Property vested in the City, subject only to standard printed form exceptions, and exclusions, liens for current taxes and assessments not yet due or payable, and such other matters as were exceptions to title as of the date this Declaration is recorded in the Official Records of Yolo County or are accepted by the City in writing. All closing costs and title insurance premiums shall be paid pursuant to the custom in the City; provided that in no event shall the City be required to pay any real estate brokerage fees or commissions.

7.3 Non-Liability of City. City shall not be held liable by reason of its exercise or non-exercise of the Right of First Refusal.

Section 8. Distribution of Sales Price. At closing of a Sale of the Property, the Sales Price shall be distributed as follows:

- (a) First, to pay the amounts necessary to release the Senior Lien (unless assumed in writing by the Purchaser with the consent of the Senior Lender);
- (b) Second, to pay the City the amount of the Payment Assistance;
- (c) Third, all remaining appreciation shall be shared between the City and Owner as follows:
 - (i) If the Sale occurs within one year of the date of this Agreement, then the City shall receive 90% and the Owner shall receive 10%.
 - (ii) If the Sale occurs within two years of the date of this Agreement, then the City shall receive 80% and the Owner shall receive 20%.
 - (iii) If the Sale occurs within three years of the date of this Agreement, then the City shall receive 70% and the Owner shall receive 30%.

(iv) If the Sale occurs within four years of the date of this Agreement, then the City shall receive 60% and the Owner shall receive 40%.

(v) If the Sale occurs within five years of the date of this Agreement, then the City shall receive 50% and the Owner shall receive 50%.

(vi) If the Sale occurs within six years of the date of this Agreement, then the City shall receive 40% and the Owner shall receive 60%.

(vii) If the Sale occurs within seven years of the date of this Agreement, then the City shall receive 30% and the Owner shall receive 70%.

(viii) If the Sale occurs within eight years of the date of this Agreement, then the City shall receive 20% and the Owner shall receive 80%.

(ix) If the Sale occurs within nine years of the date of this Agreement, then the City shall receive 10% and the Owner shall receive 90%.

(x) If the Sale occurs after nine years of the date of this Agreement, the Owner shall receive 100%.

Section 9. Default and Remedies.

9.1 Events of Default. The occurrence of any one of the following events or circumstances shall constitute an "Event of Default" by Owner under this Declaration.

(a) Owner has actually Transferred or attempted to Transfer the Property in violation of the covenants and restrictions contained in this Declaration.

(b) City has determined in City's sole discretion that the Property is not Owner's Principal Residence.

(c) Owner fails to pay real estate taxes, assessments or homeowner's association dues, or Owner fails to maintain insurance in such amounts as required under this Declaration, or Owner places any mortgages, encumbrances or liens upon the Property in violation of this Declaration, and such event or condition shall not have been cured within thirty (30) days following the date of written notice to cure by City to Owner.

(d) Owner fails to perform any other agreements or obligations on Owner's part to be performed under this Declaration, and such failure continues for thirty (30) days following the date of written notice to cure by City to Owner, or in the case of a default not susceptible of cure within thirty (30) days, Owner fails to promptly commence such cure within thirty (30) days and thereafter fails to diligently prosecute such cure to completion.

(e) Owner causes or permits a default under the Senior Lien and fails to cure the same in accordance with the cure provisions in the Senior Lien.

9.2 Remedies. Upon the occurrence of an Event of Default by Owner, City may exercise any or all of the remedies set forth below:

(a) City shall have the right to institute an action for specific performance of the terms of this Declaration, for an injunction prohibiting a proposed Transfer in violation of this Declaration, or for a declaration that a Transfer is void; and

(b) City shall have the right to exercise all other remedies permitted by law or at equity.

Section 10. Lender Provisions.

10.1 Purposes of Financing. Owner may encumber title to the Property for the sole purpose of securing (a) purchase money financing, (b) refinancing (but only up to the amount of the original financing), or (c) refinancing up to the amount of the original financing, plus (___) percent (___%) of the Affordable Price. Refinancing under option (c), above, shall only be permitted for making capital improvements to the Property, meeting educational expenses, or meeting the costs of an Owner's or Owner's immediate family member's catastrophic illness. Owner shall not cause or permit any other mortgages, encumbrances or liens upon the Property.

10.2 Subordination. This Declaration shall be subordinate to a lien securing purchase money financing or refinancing. Upon request by an Owner or Senior Lender, City shall executed a subordination agreement with the Senior Lender in the form reasonable satisfactory to the City.

10.3 Default and Foreclosure. Owner shall provide a copy of any notice of default to City within three (3) days of Owner's receipt. In the event of any default under the Senior Lien, City shall have the right to (a) cure such default within the time period afforded Owner, or (b) foreclose its Deed of Trust on the Property. City's rights under this section shall not prevent the Senior Lender from commencing a judicial or nonjudicial foreclosure of the Senior Lien. City may foreclose its Deed of Trust under clause (b) pursuant to the terms of that Deed of Trust.

10.4 Right to Cure. Owner authorizes City, in City's name, but without any obligation to do so, to perform any act required of Owner in order to prevent a default under, or acceleration of the indebtedness secured by, the Senior Lien or the commencement of any foreclosure or other action to enforce the collection of such indebtedness. If City elects to cure any such default, Owner shall pay the expenses incurred by City in effecting any cure upon demand, together with the interest thereon at the maximum interest rate permitted by law.

Section 11. Miscellaneous.

11.1 Damage and Destruction; Condemnation; Insurance. If the Property is condemned or the improvements damaged or destroyed, all proceeds from insurance or condemnation shall be distributed to Owner or its successors or assigns, for purposes of restoring or replacing the Property, unless the Senior Lender deed of trust or, if not covered by the Senior Lender Deed of Trust, the Deed of Trust provides otherwise, in which case the Senior Lender

Deed of Trust or, if not covered by the Senior Lender Deed of Trust, the Deed of Trust shall control.

11.2 No Discrimination.

(a) Owner covenants by and for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, source of income, age, physical or mental handicap, medical condition, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

(b) All deeds and contracts made relative to the Property shall contain or be subject to the following nondiscrimination or nonsegregation clauses set forth in Health and Safety Code Section 33436 in substantially the same form:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, source of income, physical or mental handicap, medical condition, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(ii) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, source of income, age, physical or mental handicap, medical condition, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land."

11.3 Owner Occupancy Verification. To insure compliance with this Declaration's requirement that Owner use the Property as his/her Principal Residence, Owner shall provide City with a completed Occupancy Certificate ("**Occupancy Certificate**"), to be provided by the City, upon request by the City from time to time.

11.4 Notices. Any notice, demand or other communication required or permitted to be given under this Declaration by either party to the other party shall be in writing and sufficiently given or delivered if transmitted by (a) registered or certified United States mail, postage prepaid, return receipt requested, (b) personal delivery, or (c) nationally recognized private courier services, in every case addressed as follows:

If to City: City of Winters
 318 First Street
 Winters, California 95694
 Attention: Redevelopment/Housing Manager

If to Owner: at the Property address

Any such notice, demand or other communication transmitted in accordance with this section shall be deemed delivered upon receipt, or upon the date delivery was refused. Any party may change its address for notices by written notice given to the other party in accordance with the provisions of this section.

11.5 Remedies Cumulative. City's rights and remedies, whether provided by law, in equity or by this Declaration, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise of any other or further rights or remedies for the same or any other default or breach. No waiver with respect to the performance of any of Owner's obligations shall be effective except to the extent the particular obligation is expressly waived, nor shall it be a waiver with respect to any other rights or remedies of any other of Owner's obligations.

11.6 Time for Performance. Time is of the essence in the performance of the terms of this Declaration. All dates for performance (or cure) shall expire at 5:00 p.m. on the performance or cure date. Any performance date which falls on a Saturday, Sunday or City holiday is automatically extended to the next City working day. Unless otherwise specified, whenever an action is required in response to a submission, request or other communication, the responding party must respond within thirty (30) days.

11.7 Amendments. Any modification or waiver of any provision of this Declaration or any amendment thereto must be in writing and signed by a person or persons having authority to do so, on behalf of both City and Owner.

11.8 Controlling Agreement. Owner covenants that Owner has not executed and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Declaration. Owner understands and agrees that this Declaration shall control the rights and obligations between Owner and City.

11.9 Successors and Assigns. This Declaration shall inure to the benefit of, and shall be binding upon, the successors, assigns, personal representatives, estates, heirs and legatees of Owner.

11.10 Governing Law. This Declaration shall be governed by, and construed and enforced in accordance with, the internal laws of the state of California.

11.11 Recordation. Owner shall cause this Declaration to be recorded in the County's Official Records.

IN WITNESS WHEREOF, Owner and City have executed this Declaration as of the date written above.

CITY:

OWNER:



**CITY COUNCIL
STAFF REPORT**

DATE: June 21, 2016
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Engineering Services

RECOMMENDATION:

That the City Council authorize a five (5) year contractual agreement between the City of Winters and Ponticello Enterprises for City Engineering Services; and authorize the City Manager to execute said agreement.

BACKGROUND:

Since 1999, the City of Winters has utilized the services of Ponticello Enterprises to serve as City Engineer for the City of Winters. Since the original contract, the agreements between the City and Ponticello have been renewed twice.

In January, the City Council authorized staff to issue a Request for Qualifications from engineering firms to perform the role of City Engineer as a means of satisfying Federal and State procurement guidelines as well as an evaluation/comparison to ensure quality of services being received.

DISCUSSION:

Staff issued the Request for Qualifications and received responses from five (5) qualified firms, including:

- Bureau Veritas
- Interwest Consulting Group
- Willdan Engineering

- Bennett Engineering
- Ponticello Engineering

Staff conducted interviews with each of the consulting engineering firms. While the all of the firms proposed excellent personnel and brought impressive credentials, the institutional knowledge of Ponticello combined with the immense success achieved with the City over the year, guided the recommendation that the City enter into a new agreement with them.

State and Federal Guidelines now require that contracts be renewed every five (5) years to allow reimbursement of costs. The next contract solicitation will be in 2021.

FISCAL IMPACT: Engineering is a line item included in the budget and most costs are included on a Project by Project based in submitted Project Budget Sheets which are approved by the City Council.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 21, 2016
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
THROUGH: John W. Donlevy, Jr., City Manager *JD*
SUBJECT: Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

RECOMMENDATION: That the Council designate a voting delegate and up to two alternates to vote at the Annual Business Meeting at the League of California Cities Annual Conference to be held in Long Beach, California from October 5th – October 7th, 2016.

BACKGROUND: An Annual Business Meeting is held as part of the League of California Cities Annual Conference each year to consider and take action on resolutions that establish League policy. This year the business meeting will take place at noon on Friday, October 7th, 2016 at the Long Beach Convention Center.

The League's bylaws require that the Council take action to designate the voting delegate and two voting delegate alternates. It is also required that the voting delegate and voting delegate alternates be registered to attend the conference.

FISCAL IMPACT:
None.



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Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____

(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
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Sacramento, CA 95814

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