



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, December 20, 2016
6:30 p.m.
AGENDA

Members of the City Council

*Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Wade Cowan
Jesse Loren
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.

SWEARING IN CEREMONY – OATH OF OFFICE

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, December 6, 2016 (pp. 5-11)
- B. Wallace-Kuhl Contract for Storm Water Management Planning Grant Services (pp. 12-21)
- C. Winters Community Housing One LP (Community Housing Opportunities Corporation (“CHOC”) – Permanent Financing (pp. 22-39)
- D. Resolution 2016-40, a Resolution of the City Council of the City of Winters Approving a Grant Deed for an Easement for a Sidewalk on Rabada Parcel, APN 038-070-035 – PG&E GOTTC (pp. 40-48)

PRESENTATIONS

None

DISCUSSION ITEMS

1. Designation of Mayor / Mayor Pro Tempore (pp. 49-50)
2. Waste Management Contract Extension (pp. 51-53)

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

1. None
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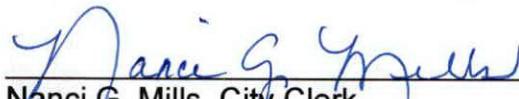
CITY MANAGER REPORT

INFORMATION ONLY

1. October 2016 Investment Report (pp. 54-55)
2. October 2016 Treasurer Report (pp. 56-62)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the December 20, 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 December 14, 2016, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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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.

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

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Winters Library – 708 Railroad Avenue

*City Hall – Finance Office - 318 First Street
During Council meetings – Right side as you enter the Council Chambers*

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the
Winters City Council Held on December 6, 2016

6:00 p.m. – Executive Session

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager

Nothing was reported out of Executive Session by Mayor Pro Tempore Bill Biasi.

6:30 p.m. – Regular Session

Mayor Pro Tempore Bill Biasi called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, and Mayor Pro Tempore Bill Biasi.
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Economic Development/Housing Manager Dan Maguire, Public Works Superintendent Eric Lucero, Building Official Gene Ashdown, Environmental Services Manager Carol Scianna, Director of Financial Management Shelly Gunby, and Management Analyst Tracy Jensen.

Mike Martin led the Pledge of Allegiance.

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

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tempore Biasi
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Joe Tramontana, 208 Main St., asked Council to consider repealing the 4.5% tax that was put into place in 2008 or 2010. It's going to get rough when the Chromium 6 (Cr6) goes into effect. Let's start a discussion and see if there's a way to do it.

Marcia Gibbs, 204 Main St., read aloud a letter addressed to the City Council expressing her concerns regarding the intersection at Russell St. and Railroad Ave. There is no signage, cross walk markings, signals, lights, or speed reduction signs to alert a driver coming into town to the busy pedestrian intersection ahead. Although the lanes have been narrowed by striping, other safety measures need to be put in place. One proposal suggested by Ms. Gibbs is to install lighted crosswalks that light up as pedestrians or cyclists enter the crosswalk.

Wally Pearce of the Winters Senior Foundation again asked Council to consider creating a Proclamation to recognize "Older Adult Day" in 2017. Without them, we wouldn't be here.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, November 15, 2016
- B. Street Closure Request Submitted by St. Anthony's Parish for Sunday, December 11, 2016
- C. Resolution 2016-39, a Resolution of the City Council of the City of Winters Approving the Grant Avenue/Walnut Lane Roundabout Caltrans Master Agreement
- D. Construction Engineering for Roundabout Project – Laugenour and Meikle
- E. Construction Agreement with Ample Electric for the Shade Structure Electrical Work at the Walnut Park Phase Two Project
- F. Approve Project Budget Sheet for Water and Storm Drain Improvements Associated with Hotel Winters, LLC (Downtown Hotel)
- G. El Rio Villa Sewer Lift Station Pump Replacement
- H. Reclassification of Building Permit Technician to Management Analyst (Moved to Discussion Item #2)

City Manager Donlevy gave an overview of the Consent Calendar. Council Members Anderson and Neu said they both had a possible conflict of interest on Items B & F. Mayor Pro Tempore Biasi requested Item H be removed from the Consent Calendar and discuss in closed session. City Attorney Walsh said Council cannot take personnel items into closed session as Council does not supervise employees, the City Manager does. In light of this information, Item H has been moved to Discussion Item #2.

Motion by Council Member Loren, second by Council Member Anderson to approve Consent Items A, C, D, E and G. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tempore Biasi
NOES: None
ABSENT: None
ABSTAIN: None

Council Members Anderson and Neu recused themselves for Items B & F, but due to the rule of necessity, Council Member Neu was brought back to the dais for Item B.

Motion by Council Member Loren, second by Council Member Neu to approve Consent Item B. Motion carried with the following vote:

AYES: Council Members Loren, Neu, Mayor Pro Tempore Biasi
NOES: None
ABSENT: Council Member Anderson
ABSTAIN: None

Council Member Anderson remained recused for Item F.

Jeff Tenpas, 24 E. Main, requested that Item F be removed from the Consent Calendar and placed on the agenda as a Discussion item to discuss the funding of the water line and storm drain improvements in "Newt's Expressway." City Manager Donlevy said the current sub-standard water line is being replaced and will serve both the hotel and all of the businesses on Main Street. Due to the configuration and parking lot installation across the street from City Hall, the storm drain system in the parking lot and along the alley must be completed. Funds that were reimbursed from the PG&E project, and not the rate payers, will fund this project. Mayor Pro-Tempore Biasi reminded everyone that these improvements are included in the Development Agreement with Royal Guest and were previously approved by Council.

Motion by Council Member Loren, second by Council Member Neu to approve Item F. Motion carried by the following vote:

AYES: Council Members Loren, Neu, Mayor Pro Tempore Biasi
NOES: None
ABSENT: Council Member Anderson
ABSTAIN: None

Council Member Anderson returned to the dais at this time.

PRESENTATIONS

Recognition for Out-Going Mayor Cecilia Aguiar-Curry

City Manager Donlevy said Cecilia had a common theme: we need to get to the table so we can get the things we need to get done. City Manager Donlevy nominated Cecilia for the California Civic Leaders Institute and listed many of her contributions: she spearheaded the Hispanic Advisory Committee, which was then started by Woody Fridae, and was a member of the Economic Development Advisory Committee, Master Plan Committee, League of California Cities Latino Caucus, and California Women's Leadership Group. Cecilia began as a member of the Planning Commission and was elected to Council in 2006. Some of the projects Cecilia has been involved in include the Trestle Bridge, Community Center parking and Rotary Park expansion, 27 storefront improvements, all three phases of the downtown improvement projects, all phases of Putah Creek, including the master plan and North Bank trail, and salmon spawning! The library, swimming pool and Public Safety Facility all have her name on them, stop lights and water meters were installed, the City saw \$22 million dollars in upgrades in capital projects (water & sewer), Well #7 was constructed and the rehab of 44% of the City's sewer collection system was completed. Her leadership in the region was transformational and she brought great ideas to the table, including being the first City to host the Yolo Leaders. She has been a board member of the Water Resources Association and has worked on the integrated water management plan, has been a liaison to SACOG and has worked on regional planning (west of I-505!), and has worked with the Yolo Habitat Conservancy. Cecilia has been involved in a lot of planning – Downtown Master Plan, Alley Activation, Grant Avenue Complete Streets, General Plan Updates, and Housing projects including Winters II, Orchard Village, rehab of Almondwood, and the future Blue Mountain Terrace, all of which share a universal design. She got the Festival de la Comunidad/Carnitas Cook-Off started and also co-founded the Winters Senior Foundation with her dad, Joe Aguiar. Regarding economics, Cecilia has played a role in all freeway projects and the Grant Avenue Commercial project, going as far as obtaining the phone number of the PG&E gas president and convincing him to build the training facility in Winters. Cecilia was all about getting Winters to the table. The City has won several major awards for excellence, including the SACOG Blue Print award, which is given to one City in the region each year. When Cecilia's term as Mayor was to expire, Council Member Fridae, who had received the most votes in the election, generously stepped aside and deferred the position of Mayor to Cecilia to keep the momentum moving forward. He indicated that we needed a really strong leader and her commitment to the City of Winters was critical. Winters is known for getting things done and Cecilia's leadership has gotten things done. Council Member Anderson said he saw Cecilia on the late news standing by the speaker's podium, which is a good start! Council Member Neu said he would miss Cecilia's leadership and assistance. She had good follow-through due to good ideas. Council Member Loren congratulated Cecilia and said she is an inspiration to

women everywhere and in Winters. Mayor Pro Tempore Biasi has known Cecilia for a long time and watched her grow from the Planning Commission to Council and they have some big shoes to fill. Cecilia's love shows in her commitment to the City where she will continue to do things for Winters and where she will be supported and appreciated. Mike Martin came onto the Council with Cecilia in 2006 and he said she was polished at that time and said she is a strong spokesperson at the community college level. The City is losing an exceptional leader, but the state and the entire region is gaining one. Woody Fridae said W is for Winters (or wine!), recited a poem and congratulated Cecilia. Wade Cowan said he never would have been on the City Council if Cecilia hadn't convinced him to run for office after being a Planning Commissioner. He said he was happy to serve with her and hopes that she can do something to kill Chromium 6. Wally Pearce and several members of the Winters Senior Foundation presented Cecilia with a certificate and said there was a lot of love in that single piece of paper. Mary Rolston said she was a newcomer to Winters and said the person who would be the proudest of her would be her father, Joe. City Manager Donlevy and the City Council then presented Cecilia with a large, framed photo of the Main & Railroad intersection. Cecilia thanked the Council and said she was grateful and lucky to live in Winters, where she has been supported since day one. The tennis courts were her first project because she wanted Winters to have a welcome mat. The Planning Commission, City Council, helping the kids and seniors in our community is very important. During the recession and with no redevelopment, the PTA approached Yoche de He with a vision of Winters, and with a list of projects in hand, encouraged the "West of 505" belief. The PTA ultimately received \$300,000 for Winters schools and the Winters Education Foundation also received \$300,000 for the California Emerging Technology Fund. Cecilia has always encouraged people to step up and people want to know how we did it. Cecilia's first assembly job was a discussion about Chromium 6 at the capital today and she encouraged everyone to share issues with her.

Cecilia was asked by the Chamber of Commerce to make an announcement tonight regarding the selection of the Citizen of the Year. The Chamber has selected John & Kathy Donlevy as the recipients of this year's Citizen of the Year. John & Kathy have done so much for so many in the community, including AYSO soccer, Relay for Life, WHS football team, Youth Day, Fire Dept., Rotary Club, and the Hispanic Advisory Committee. It takes a village and Cecilia said she was honored to make the announcement. City Manager Donlevy humbly accepted the honor and said he received a call from an executive recruiter who told him to apply for the City Manager position for the City of Winters. Many decisions we make in life are important and coming to Winters was the greatest decision they made in their lives.

DISCUSSION ITEMS

1. Filling a City Council Vacancy and Appointing a Councilmember to Serve as Mayor

City Attorney Walsh said that since Council is not interested in a costly special election, an appointment is being considered. Mayor Pro Tempore Biasi said at the last City Council meeting, the appointment was approved. Assembly Member Cecilia Aguiar-Curry said it is important to fill this position so there will be a full staff for the next 18 months. She added that people don't realize how much time and knowledge the position takes and recommended it be someone who would be beneficial to the City and have the vision, heart and soul to do the job. Patrick Riley wants to fill the position with someone who knows what's involved, knows the current issues and projects, is dedicated and works very hard for the City by being on the Council and in other ways. He recommended Wade Cowan to fill the vacancy. Dave Deninbaum also asked Council to consider appointing Wade Cowan. Mike Martin said Wade knows what the job entails, has experience and does so much for the community and asked Council to consider Wade. Karen May said if Council appointed Wade, the City would not have to make a new nameplate. Mayor Pro Tempore also read aloud a letter submitted by Linn Myer, who strongly suggested the appointment of Wade Cowan to fill the vacancy. Wade is a proven performer who cares deeply about the City of Winters and has worked tirelessly to bring forth city improvements on every level and continues to do so by currently attending all committee meetings that affect our citizens.

Motion by Council Member Loren, second by Council Member Neu to bring Wade Cowan back onto the Council to fill the vacancy left by Cecilia Aguiar-Curry's departure to serve in the California Legislature as an Assembly Member in the 4th District. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tempore Biasi
NOES: None
ABSENT: None
ABSTAIN: None

City Attorney Walsh directed staff to add Wade's swearing-in on the December 20th City Council agenda. Motion by Mayor Pro Tempore Biasi, second by Council Member Loren to wait until there is a full Council before appointing a Council Member to serve as Mayor. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tempore Biasi
NOES: None
ABSENT: None
ABSTAIN: None

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

1. None

CITY MANAGER REPORT: City Manager Donlevy said he was grateful and thanked everyone for the honor of naming he and his wife Kathy as Citizens of the Year.

ADJOURNMENT: Mayor Pro Tempore Biasi adjourned the meeting at 8:27 p.m., congratulated John and said he was very deserving. John does a lot for the community that people don't see.

Bill Biasi, Mayor Pro Tempore

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: December 20, 2016
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Wallace-Kuhl Contract for Storm Water Management Planning Grant Services

RECOMMENDATION: Staff recommends Council authorize the City Manager to execute a contract with Wallace Kuhl Associates in the amount not to exceed \$7500 to assist the City to developing a Storm Water Management Plan, funds to be reimbursed with grant funding.

BACKGROUND: In 2014 the City was awarded a grant of \$15,000 from Water Resource Agency (WRA) to develop a Storm Water Management Plan. Since the city population is under 10,000 we are required to comply with the MS4 standards, instead the City is covered under a waiver from NPDES General Permit and Waste Discharge Requirements for Storm Discharges from MS4 Order No. 2013-0001 DWQ. However, given the proximity to Putah Creek and the special standing the creek has for Winters residents, staff has decided to be proactive in becoming compliant with the MS4 requirements. Securing the grant from WRA has enabled the City to begin this process and develop a management plan. Some of the tasks expected to be completed as part of these efforts are:

Prioritize goals, Public outreach and education, BMP selection, planning for legal authority, and identify possible future funding for outfall trash collection screens.

Mr. Balasek has also generously agreed to provide an additional 30 hours of pro-bono services for this project. Staff time and materials will be billed to the grant for the remaining \$7500.

FISCAL IMPACT: \$7500 to be reimbursed through WRA Grant

November 18, 2016

Ms. Carol Scianna
City of Winters
318 First Street
Winters, California 95694

Environmental Services Proposal – Storm water Management Planning Assistance

CITY OF WINTERS

Winters, California

WKA Proposal No. 3PR16164

Overview

Polluted storm water runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local water bodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a National Pollutant Discharge Elimination System (NPDES) permit and develop a storm water management program.

The Phase I Rule, issued in 1990, requires *medium* and *large* cities or certain counties with populations of 100,000 or more to obtain NPDES permit coverage for their storm water discharges. There are approximately 750 Phase I MS4s in California.

The Phase II Rule, issued in 1999, requires regulated small MS4s (with populations of 10,000 or more) in urbanized areas, as well as small MS4s outside the urbanized areas that are designated by the permitting authority, to obtain NPDES permit coverage for their storm water discharges. There are approximately 6,700 Phase II MS4s in California.

Generally, Phase I MS4s are covered by individual permits and Phase II MS4s are covered by a general permit. Each regulated MS4 is required to develop and implement a storm water management program (SWMP) to reduce the discharge of pollutants in storm water runoff and prohibit illicit discharges.

The City of Winters (City) is currently covered under a waiver from NPDES General Permit and Waste Discharge Requirements for Storm Discharges from MS4 Order No. 2013-0001-DWQ due, in part, to its small population size. However, the vulnerability of Putah Creek water quality and the special standing the creek enjoys in the hearts and minds of the Winters Community has spurred the City to seek local funding sources to begin the process of full compliance with the MS4 requirements, despite coverage under the waiver.

CITY OF WINTERS

WKA Proposal No. 3PR16164

November 18, 2016

The Phase II Rule defines a storm water management program for a small MS4 as a program composed of six elements that, when implemented together, are expected to reduce pollutants discharged into receiving waterbodies to the Maximum Extent Possible (MEP). These six program elements, or minimum control measures, are

- Public Education and Outreach on Storm Water Impacts;
- Public Involvement/Participation;
- Illicit Discharge Detection and Elimination;
- Construction Site Runoff Control;
- Post-Construction Storm Water Management in New Development and Redevelopment;
- Pollution Prevention/Good Housekeeping for Municipal Operations.

The objective of the Phase II program is for Phase II municipalities to develop effective, site-specific storm water management programs that reduce the discharge of pollutants from MS4s to the MEP. EPA has chosen this flexible regulatory approach because the nature of discharges from MS4s varies from region to region. You, as the operator of a small MS4, should consider incorporating the following elements into your storm water management program:

- Governmental coordination;
- Legal authority and comprehensive planning;
- Funding and staffing;
- Public education and participation; and
- BMP selection.

In April of 2014 the City submitted a grant proposal to the Water Resources Association of Yolo County to develop a storm water Management Plan. The proposal was conceived in an effort to proactively address storm water quality at three primary City outfalls leading directly into Putah Creek. With the construction of the new PG&E facility, an additional outfall will eventually be constructed to address flows from a yet undeveloped area of north Winters. In June of 2014 the City was awarded \$15,000 of the \$17,500 requested to develop a comprehensive storm water management plan in accordance with MS4 requirements. Faced with severe California draught, the City deferred receipt of grant funding for one year to support a larger more time-sensitive County-wide land subsidence study undertaken by the WRA. In June of 2016, the WRA Grant funds were allocated for the Winters MS4 project.



CITY OF WINTERS

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In accordance with several conversations during proposal development and subsequent to the award, Wallace-Kuhl & Associates (WKA) is pleased to present this proposal to assist the City with the following tasks.

In coordination with City Staff WKA will:

- Meet with the City to establish prioritized goals and develop a schedule
- Develop Prioritization Criteria for windshield survey
- Conduct a City-wide windshield survey to identify commercial facilities with possible impacts to MS4
- Using existing MS4 base maps, plot prioritized facilities
- Develop interactive map for City website
- Develop a public education and outreach program to include flier design for utility bill
- Compile locally available curricula for use in Winters Public Schools (grades K-12)
- Provide up to four project updates to WRA Technical Advisory Committee
- Provide project overview to City Council upon completion
- Assist City with identifying possible grant funding for outfall trash collection screens
- If funding allows, begin implementation of public education and outreach

Budget and Schedule

On Friday, October 7, 2016, City Staff met with a team from WKA to consider existing data and develop a plan to utilize the WRA grant funding in the most effective way so as to achieve the City's goal of MS4 compliance. Based on this meeting, it was decided that the City would be use one-half of the grant funding (\$7,500) to retain a qualified storm water consultant to help guide the City efforts toward achieving MS4 objectives and one half of the grant funding to support staff time dedicated specifically to development of the MS4 program

Therefore, WKA will assist with the above tasks for a fee not to exceed **\$7,500**. In accordance with the April 2014 WRA Grant Proposal, Mr. Balasek of WKA will additionally provide up to 30 hours of in-kind or pro-bono services in support of City efforts to achieve MS4 Goals. It is understood that the City will similarly provide up to 80 hours of additional staff time toward achieving the positive a comprehensive storm water management plan and supporting City legal authorities and planning Project deliverables will include a GIS map Layer overlaying high and moderate risk land use and a minimum of two community fliers designed to draw attention to



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urban runoff and trash issues, a compilation of locally available water quality curriculum, and a list of identified potential funding sources for trash collection services.

WKA will begin working with City Staff immediately upon written authorization to proceed. WKA anticipates that most communication with City staff will take place electronically in recognition that travel time will reduce available funds. WKA anticipates that the work outlined above can be completed within four months from date of authorization. This assumes that adequate City staff resources will be available and will respond to WKA requests for information in a timely manner. WKA cannot be held responsible for delays due to City staff availability but does not anticipate significant delays that would take the project past the grant termination date of June, 2016.

WKA Project Tasks and Deliverables

WKA Will

- Attend one scoping meeting with City Staff
- Provide project status reports at two to four WRA Technical Advisory Committee meetings
- Provide project overview report at one City Council meeting
- Conduct windshield survey to identify land uses within City limits that might have adverse impacts to storm water quality
- Prepare a base map for City website highlighting “points of interest” related to storm water protection
- Prepare draft outreach fliers to be mailed with utility bills
- Prepare draft City storm water management plan
- Coordinate activities and support City staff with public outreach program development and development of City housekeeping and post-construction storm water pollution prevention planning

Assumptions

WKA's proposed scope of services is based on the following assumptions:

- The City of Winters will make any existing maps of City storm water infrastructure available for WKA use.
- The City will provide support, if necessary, to access private property for inspection
- This City will provide access to City staff from time to time to coordinate planning efforts



CITY OF WINTERS

WKA Proposal No. 3PR16164

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- The City will provide mailing services (in utility bills) of informational material developed for the storm water protection program (and approved by the City).
- WKA will attend a minimum of two and a maximum of four WRA technical advisory committee meetings and up to two City Council meetings for the purpose of providing project updates
- The City will provide timely access to City storm water infrastructure

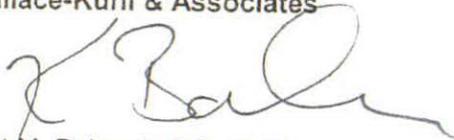
Closing

If the contents of this proposal are acceptable, please prepare the appropriate City Agreement and return it to WKA as our Formal Notice to Proceed. We will return one fully executed Agreement for your files. This scope of work, estimated fees and schedule detailed above are valid for 60 days from the date of this proposal.

WKA appreciates receiving this opportunity to assist the City with this important storm water management proposal to protect surface and groundwater quality in the Putah Creek watershed. Please call me if you have questions or comments concerning the proposed scope of services.

Sincerely,

Wallace-Kuhl & Associates



Kurt M. Balasek, PG, CHG
Environmental Services Manager

Attachments: Schedule of Fees 2016



PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$160.00	per hour
Senior Engineer / Geologist	\$160.00	per hour
Senior Environmental Scientist	\$160.00	per hour
Project Engineer / Geologist	\$135.00	per hour
Project Environmental Scientist	\$135.00	per hour
Senior Staff Engineer / Geologist	\$125.00	per hour
Senior Staff Environmental Scientist	\$125.00	per hour
Staff Engineer / Geologist	\$120.00	per hour
Staff Environmental Scientist	\$120.00	per hour
Senior Environmental Technician	\$95.00	per hour
Senior / Supervising Technician	\$95.00	per hour
Draftsperson / GIS Technician	\$90.00	per hour
Administrative Assistant	\$70.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$160.00	per hour
Thermal Resistivity Testing	\$160.00	per hour
Electrical Resistivity Survey	\$160.00	per hour
Hand Augering/Sampling - Engineer	\$145.00	per hour
Photoionization Detector	\$160.00	per hour

LITIGATION

Data Review/Consultation	\$230.00	per hour
Depositions/Expert Witness Testimony	\$340.00	per hour

EXPENSES

Vehicle Charges <i>(Subject to periodic adjustment due to fuel cost)</i>	\$0.75	per mile
Subsistence	\$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$21.00	each
Color photography versions	\$32.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$120.00 /hr.
Batch Plant Inspection	\$90.00 /hr.
CaCl Moisture Emission Test Kit	\$30.00 /kit
CaCl Moisture Emission Testing	\$85.00 /hr.
CLSM/CDF/Slurry Testing	\$85.00 /hr.
Concrete Mix Design Review	\$160.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$90.00 /hr.
Concrete Rebound Number Testing	\$120.00 /hr.
Concrete Trial Batch	\$90.00 /hr.
Floor Flatness Testing	\$120.00 /hr.
High Strength Grout Sampling / Testing	\$90.00 /hr.
Rebar / Post Tension Special Inspection	\$95.00 /hr.
Rebar Location / GPR	\$275.00 /hr.
Rebar Location / Pachometer	\$120.00 /hr.
Rebar Placement Inspection	\$95.00 /hr.
Reinforcing Steel Sampling/Tagging	\$90.00 /hr.
Relative Humidity Testing	\$120.00 /hr.
Shotcrete Special Inspection	\$90.00 /hr.
Transport Cylinders / Samples to Lab	\$90.00 /hr.

CORING

Coring (Technician + equipment)	\$120.00 /hr.
Coring (Technician assistant)	\$90.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$90.00 /hr.
Concrete Anchor Proof Load Testing	\$120.00 /hr.
Concrete Anchor Torque Testing	\$95.00 /hr.
Suspended Ceiling Inspection / Testing	\$120.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$90.00 /hr.
High Strength Bolt Special Inspection	\$95.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$105.00 /hr.
Tower Certified Special Inspector	\$120.00 /hr.
Welding Special Inspection - Field	\$95.00 /hr.
Welding Special Inspection - Shop	\$95.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$145.00 /hr.
In-Place Masonry Shear Testing	\$120.00 /hr.
Masonry Materials Sampling / Testing	\$90.00 /hr.
Masonry Special Inspection	\$90.00 /hr.
Masonry Special Inspection DSA Certified	\$100.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$95.00 /hr.
Asphalt Concrete Materials Sampling	\$95.00 /hr.
Building Pad Special Inspection / Testing	\$95.00 /hr.
Deep Foundation Inspection	\$95.00 /hr.
Flatwork AB Inspection / Testing	\$95.00 /hr.
Flatwork Subgrade Inspection / Testing	\$95.00 /hr.
Grading Inspection / Testing	\$95.00 /hr.
Hand Augering and Sampling	\$120.00 /hr.
Pavement AB Inspection / Testing	\$95.00 /hr.
Pavement Subgrade Inspection / Testing	\$95.00 /hr.
Proof Rolling Observation	\$95.00 /hr.
Shallow Foundation Inspection	\$95.00 /hr.
Slab Subgrade Soil Moisture Tests	\$95.00 /hr.
Soil / Aggregate Sampling	\$95.00 /hr.
Soil Treatment Testing / Observation	\$95.00 /hr.
Structure Backfill Inspection / Testing	\$95.00 /hr.
Subgrade Stabilization Observation	\$95.00 /hr.
Utility Trench Backfill Testing	\$95.00 /hr.
WKA Drill Rig (including operator)	\$260.00 /hr.
WKA Drill Rig (helper)	\$95.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$120.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	\$90.00 /hr.
Existing Building Evaluation / Document	\$90.00 /hr.
Existing Building Evaluation / Repair	\$90.00 /hr.
Field Investigate Support	\$90.00 /hr.
FRP Installation Inspection	\$90.00 /hr.
GFRC Inspection / Testing	\$90.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$120.00 /hr.
Prestress Framing Installation	\$90.00 /hr.
Proto Wall Inspection / Testing	\$90.00 /hr.
Roofing Inspection	\$90.00 /hr.
Shear Nailing Inspection	\$90.00 /hr.
Thickness Testing - Coating / Steel	\$90.00 /hr.
Timber Framing / Hardware Inspection	\$90.00 /hr.
Vapor Barrier Inspection	\$90.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions

- a) Single trip pickup and delivery services, where a one hour minimum will apply.
- b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.



LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Lime-Treated Unconfined Compression	CTM 373	\$785.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$245.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	\$375.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each



LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$75.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$95.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each
Masonry Core Compression Test	CBC Section 2105A	\$70.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$25.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$25.00	each
Washer - Hardness Test	ASTM E18	\$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$70.00	each
Sizes Larger Than 3/4"	ASTM A370	\$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Testing	ASTM E18	\$75.00	each
Torque Wrench Calibration (minimum of 4 wrenches)		\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1 1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

TESTING SERVICES

Laboratory Technician		\$75.00	per hour
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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 20, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Winters Community Housing One LP (Community Housing Opportunities Corporation) - Permanent Financing

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute such documents as necessary to allow Winters Community Housing One LP to replace construction financing with permanent financing for the Winters Village Apartments located at 116 East Baker, including but not limited to a Subordination and Intercreditor Agreement with Bonneville Mortgage Company.

BACKGROUND:

In December of 2003, the City Council approved a loan and grant agreement with Community Housing Opportunities Corporation ("CHOC") to assist with the purchase of the 44 unit multi-family complex located at 116 East Baker, known as the Winters Village Apartments. In exchange for the loan and grant in the total amount of \$185,000, CHOC significantly rehabilitated the project, and agreed to rent the apartments units to low and very-low income households for 55 years.

In 2015, CHOC successfully obtained funding to conduct additional needed rehabilitation on the Winters Village Apartments from the US Department of Agriculture and in the form of tax credit financing allocated through the California Tax Credit Allocation Committee. To assist CHOC in obtaining the funds, the City agreed to enter into a new promissory note, deed of trust and regulatory agreement for the outstanding amount owed on the loan. CHOC also transferred the project to Winters Community Housing One LP, a limited partnership owned and controlled by CHOC. This is a normal approach for affordable housing projects that receive low and moderate income housing tax credit financing.

DISCUSSION:

The rehabilitation work is now complete, and CHOC would like to replace its construction loan with a longer term, permanent loan. The City's loan is in a subordinate position to the construction loan, meaning that the private construction lender has priority to be paid before the City in the event of any default by the property owner. This also is very typical for affordable housing projects, as private lenders generally require that they have priority over any public funds provided for affordable housing project.

Like the construction lender, the permanent lender, Bonneville Mortgage Company, is asking that the City's outstanding loan of approximately \$94,350.00 be subordinate to the permanent loan. This will essentially keep the City in the same position as it is today. In order to ensure the City's subordination, the permanent lender is requesting that the City enter into a Subordination and Intercreditor Agreement, the form of which is attached. The City Attorney is still discussing some of the language in the agreement, but it will be in substantially the form as attached to this report. The tax credit investor, which also provided assistance for the rehabilitation work, has also requested that the City Manager execute an estoppel letter, which would confirm that the property owner is not in default under the City's loan.

FISCAL IMPACT:

This action would not have a fiscal impact to the City. It would keep the City in the same position as it currently is with respect to the construction lender, and would allow the CHOC to close out the construction phase of its rehabilitation work.

ATTACHMENTS:

Draft Subordination and Intercreditor Agreement

DRAFT as of December 13, 2016
PRINCE, YEATES & GELDZAHLER

WHEN RECORDED, RETURN TO:

Prince, Yeates & Geldzahler
15 West South Temple, Suite 1700
Salt Lake City, Utah 84101
Attn: John B. Lindsay

SUBORDINATION AND INTERCREDITOR AGREEMENT

This Subordination and Intercreditor Agreement (this "Agreement") dated as of _____, 2016, is made by and between City of Winters, a California municipal corporation ("Junior Lender"), and Bonneville Mortgage Company, a Utah corporation ("Senior Lender").

RECITALS:

A. Winters Community Housing One LP, a California limited partnership ("Borrower"), has applied to Senior Lender for a loan in the maximum principal amount of Three Million Fifty Thousand and 00/100 Dollars (\$3,050,000.00) (the "Senior Loan") for the acquisition, construction, rehabilitation, development, equipping and/or operation of the Property.

B. The Senior Loan is evidenced by the Senior Note (as defined below) is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Senior Security Instrument"), dated as of the date hereof, encumbering the Property, and will be advanced to Borrower pursuant to the Loan Agreement (as defined herein).

C. Junior Lender made a loan in the amount of original principal amount of Ninety-Four Thousand Three Hundred Fifty and 00/100 Dollars (\$94,350.00), (the "Junior Loan") to Borrower, which Junior Loan is evidenced by a certain first amended and restated promissory note dated November 1, 2015 made by Borrower to Junior Lender (the "Junior Note") and secured by, the Junior Security Instrument (as hereinafter defined) encumbering the Property. In connection with the Junior Loan, Borrower and Junior Lender have executed and recorded against the Property a Regulatory Agreement dated November 1, 2015 ("Regulatory Agreement").

D. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lender execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loan and to induce

Senior Lender to consent to the Junior Loan and the Junior Security Instrument, Junior Lender hereby agrees as follows:

1. **Definitions.** Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

“Bankruptcy Proceeding” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“Casualty” means the occurrence of damage to or loss of any of the Property by fire or other casualty.

“Condemnation” means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

“Enforcement Action” means the acceleration of all or any part of the Junior Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Note or any other of the Junior Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property.

“Enforcement Action Notice” means a written notice from Junior Lender to Senior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by Junior Lender.

“Junior Indebtedness” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“Junior Loan Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Junior Security Instrument.

“Junior Loan Documents” means, collectively, the Junior Note, the Junior Security Instrument, and all other documents evidencing, securing or delivered in connection with the

Junior Loan, together with such modifications, amendments and supplements thereto as are approved in writing by Senior Lender prior to their execution.

“Junior Security Instrument” means that certain Deed of Trust, dated November 1, 2015, made by Borrower for the benefit of Junior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender.

“Loan Agreement” means that certain Term Loan Agreement dated as of the date hereof by and between Borrower and Senior Lender relating to the Senior Loan.

“Loss Proceeds” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“Property” means (i) the land and improvements known or to be known as Winters Apartments, located in Winters, Yolo County, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Security Instrument and/or the other Senior Loan Documents.

“Senior Indebtedness” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“Senior Loan Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Documents.

“Senior Loan Documents” means, collectively, the Senior Security Instrument, the Senior Note, the Loan Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loan, as the same may from time to time be extended, consolidated, substituted for, modified, amended and supplemented in accordance with the provisions of this Agreement.

“Senior Note” means the Note, as defined by the Senior Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

“Senior Security Instrument” means that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing dated as of the date hereof, made by Borrower for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented.

2. Junior Loan and Junior Loan Documents are Subordinate; Acts by Senior Lender do not Affect Subordination.

(a) Junior Lender hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the Junior Indebtedness is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that the liens, rights, payment interests, priority interests and security interests granted to Junior Lender in connection with the Junior Loan and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof.

(b) Except as expressly set forth herein, repayment of the Junior Indebtedness, is and shall be postponed and subordinated to repayment in full of the Senior Loan. If (i) Junior Lender receives any payment, property, or asset of any kind or in any form on account of the Junior Indebtedness (including, without limitation, any proceeds from any Enforcement Action) after a Senior Loan Default of which Junior Lender has actual knowledge or has been given notice, or (ii) Junior Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Junior Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender shall apply any payment, asset, or property so received from Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

(c) Without limiting the complete subordination of the Junior Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness shall first be paid in full in cash before Junior Lender shall be entitled to receive any payment or other distribution on account of or in respect of the Junior Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Junior Lender would be entitled but for this Agreement (whether in cash, property, or other assets) shall be made to Senior Lender.

(d) Junior Lender hereby acknowledges and agrees that Senior Lender may, without the consent or approval of Junior Lender, agree with Borrower to extend, consolidate, modify or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document (including, without limitation, the exercise of any rights or remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any collateral or other

property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments, acts and omissions shall not release, impair or otherwise affect Junior Lender's obligations and agreements hereunder, except that there shall be no modification or amendment of the Senior Loan Documents without the consent of the Junior Lender if such modification would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents) or would increase the interest rate of the Senior Loan.

(e) Senior Lender, in permitting disbursements of the proceeds of the Senior Loan pursuant to the Loan Agreement, is under no obligation or duty to ensure, nor has Senior Lender represented that it will ensure, the proper application of such proceeds, and any application or use of such proceeds for purposes other than as provided in any such agreement shall not defeat or render invalid, in whole or in part, the subordination provided for in this Agreement.

(f) Senior Lender has not made any warranty or representation of any kind or nature whatsoever to Junior Lender with respect to (i) the application of the proceeds of any disbursement made by Senior Lender for the account of Borrower, (ii) the value of the Property, or the improvements to be constructed thereon, or the marketability or value thereof upon completion of such construction, or (iii) the ability of Borrower to honor its covenants and agreements with Senior Lender or Junior Lender.

3. Junior Lender Agreements.

(a) Without the prior written consent of Senior Lender in each instance, Junior Lender shall not (i) amend, modify, waive, extend, renew or replace any provision of any of the Junior Loan Documents, or (ii) pledge, assign, transfer, convey, or sell any interest in the Junior Indebtedness or any of the Junior Loan Documents; or (iii) accept any payment on account of the Junior Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than ten (10) days prior to the due date thereof; or (iv) take any action which has the effect of increasing the Junior Indebtedness; or (v) appear in, defend or bring any action in connection with the Property; or (vi) take any action concerning environmental matters affecting the Property. Regardless of any contrary provision in the Junior Loan Documents, Junior Lender shall not collect payments for the purpose of escrowing for any cost or expense related to the Property or for any portion of the Junior Indebtedness.

(b) In the event and to the extent that each of Senior Lender and Junior Lender have under their respective loan documents certain approval or consent rights over the same subject matters (regardless of whether the obligations or rights are identical or substantially identical), Junior Lender agrees that Senior Lender shall exercise such approval rights on behalf of both Senior Lender and Junior Lender, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and

shall consent thereto and be bound thereby. Without limiting the generality of the foregoing, Senior Lender shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, the hiring or firing of property managers, or otherwise related in any way to the Property, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby.

(c) Junior Lender shall not commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and Junior Lender shall not initiate and shall not be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loan shall first be paid in full before Junior Lender shall be entitled to receive and retain any payment or distribution in respect to the Junior Loan. Junior Lender agrees that (i) Senior Lender shall receive all payments and distributions of every kind or character in respect of the Junior Loan to which Junior Lender would otherwise be entitled, but for the subordination provisions of this Agreement (including without limitation, any payments or distributions during the pendency of a Bankruptcy Proceeding involving Borrower or the Property), and (ii) the subordination of the Junior Loan and the Junior Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim.

(d) Junior Lender covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lender hereunder shall be in no way impaired, affected, diminished or released by any renewal or extension of the time of payment of the Senior Loan, by any delay, forbearance, failure, neglect or refusal of Senior Lender in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loan, by any waiver or failure to exercise any right or remedy under the Senior Loan Documents, or by any other act or failure to act by Senior Lender. Junior Lender acknowledges that Senior Lender, at its sole option, may release all or any portion of the Property from the lien of the Senior Security Instrument, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lender, and Junior Lender hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the Property by Senior Lender, to require the separate sales of any portion of the Property or to require Senior Lender to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loan. At any time or from time to time and any number of times, without notice to Junior Lender and without affecting the

liability of Junior Lender, (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Document may be modified or amended by Senior Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loan Default, Senior Lender acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the Junior Security Instrument and other Junior Loan Documents automatically shall terminate with respect to such Property upon Senior Lender's acquisition of title.

4. Standstill Agreement; Right to Cure Senior Loan Default.

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, Junior Lender shall not without the prior written consent of Senior Lender, which may be withheld in Senior Lender's sole and absolute discretion, (i) accelerate the Junior Loan, (ii) exercise any of Junior Lender's remedies under the Junior Security Instrument or any of the other Junior Loan Documents (including, without limitation, the commencement of any judicial or non-judicial action of proceeding (a) to enforce any obligation of Borrower under any of the Junior Loan Documents, (b) to collect any monies payable to Borrower, (c) to have a receiver appointed to collect any monies payable to Borrower; or (d) to foreclose the lien(s) created by the Junior Security Instrument) or (iii) file or join in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower; provided, however, that such limitation on the remedies of Junior Lender shall not derogate or otherwise limit Junior Lender's rights, following an event of default under the Junior Loan Documents to (a) compute interest on all amounts due and payable under the Junior Loan at the default rate described in the Junior Loan Documents, (b) compute prepayment premiums and late charges, (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Junior Loan and (d) specifically enforce the obligations of Borrower to comply with its non-monetary obligations under the Regulatory Agreement.

(b) Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loan as set forth herein. Borrower covenants and agrees to forward to Junior Lender, within three (3) business

days of Borrower's receipt thereof, a copy of any notice of a Senior Loan Default Borrower receives from Senior Lender.

(c) Senior Lender agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "Foreclosure Remedy") unless Junior Lender has first been given thirty (30) days written notice of the event(s) of default giving Senior Lender the right to complete such Foreclosure Remedy, and unless Junior Lender has failed, within such thirty (30) day period, to cure such event(s) of default; provided, however, that Senior Lender shall be entitled during such thirty (30) day period to continue to pursue all of its rights and remedies under the Senior Loan Documents, including, but not limited to, acceleration of the Senior Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lender has accelerated the Senior Loan and Junior Lender cures all events of default giving rise to such acceleration within the thirty (30) day cure period described above, such cure shall have the effect of de-accelerating the Senior Loan; provided, however, that such de-acceleration shall not waive or limit any of Senior Lender's rights to accelerate the Senior Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing events of default. It is the express intent of the parties hereunder that Senior Lender shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Junior Lender for failure to provide timely notice to Junior Lender required hereunder, and that Senior Lender's liability hereunder shall be expressly limited to actual and consequential damages to Junior Lender directly caused by Senior Lender's completion of a Foreclosure Remedy without Junior Lender receiving the notice and opportunity to cure described above.

(d) Junior Lender shall not be subrogated to the rights of Senior Lender under the Senior Loan Documents by reason of Junior Lender having cured any Senior Loan Default. However, Senior Lender acknowledges that, to the extent so provided in the Junior Loan Documents, amounts advanced or expended by Junior Lender to cure a Senior Loan Default may be added to and become a part of the Junior Indebtedness.

5. **Insurance.** Junior Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Junior Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.

6. **Default.** Junior Lender and Borrower acknowledge and agree that a default by either such party under this Agreement shall, at the sole option of Senior Lender, constitute a default under the Senior Loan Documents. Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

7. **Enforcement Costs.** Borrower and Junior Lender agree to reimburse Senior Lender for any and all costs and expenses (including reasonable attorneys' fees) incurred by Senior Lender in connection with enforcing its rights against Junior Lender under this Agreement.

8. **Notices.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United State registered or certified mail, return receipts requested, (iii) delivered by overnight express courier or (iv) sent by telecopier, in each instance addressed as follows:

To Junior Lender: City of Winters
318 First Street
Winters, California 95694
Attn: Housing Manager

If to Senior Lender: Bonneville Mortgage Company
111 East Broadway, Suite 200
Salt Lake City, Utah 84111
Attn: Brent H. Peterson

with copies to: Prince, Yeates & Geldzahler
15 West South Temple, Suite 1700
Salt Lake City, Utah 84101
Attn: John B. Lindsay

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

9. **JURY TRIAL WAIVER.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10. **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; or (iv) the acquisition by Junior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

11. **Miscellaneous.**

(a) Junior Lender shall, within ten (10) business days following a request from Senior Lender, provide Senior Lender with a written statement setting forth the then current outstanding principal balance of the Junior Loan, the aggregate accrued and unpaid interest under the Junior Loan, and stating whether, to the knowledge of Junior Lender, any default or event of default exists under the Junior Loan, and containing such other information with respect to the Junior Indebtedness as Senior Lender may require. Upon notice from Senior Lender from time to time, Junior Lender shall execute and deliver such additional instruments and documents, and shall take such actions, as are required by Senior Lender in order to further evidence or effectuate the provisions and intent of this Agreement.

(b) Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default or other material notice given by Junior Lender under the Junior Loan Documents.

(c) This Agreement shall bind and inure to the benefit of all successors and assigns of Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without notice to or consent of Junior Lender. Junior Lender may only assign its rights and interests hereunder following the prior written consent of Senior Lender, which consent may be withheld or conditioned in its sole and absolute discretion.

(d) Senior Lender hereby consents to the Junior Loan and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by Senior Lender of the terms of the Junior Loan Documents. Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by Junior Lender of the terms of the Senior Loan Documents.

(e) This Agreement may be executed in counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

(f) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(g) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(h) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(i) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(j) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(k) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(l) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender as a joint venturer or partner of Junior Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LENDER

CITY OF WINTERS,
a California municipal corporation

By: _____

Its: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

SENIOR LENDER

BONNEVILLE MORTGAGE COMPANY,
a Utah corporation

By: _____
Brent H. Peterson,
President, Multifamily Division

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Brent H. Peterson, President, Multifamily Division, Bonneville Mortgage Company, a Utah corporation.

Notary Public

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER

WINTERS COMMUNITY HOUSING ONE LP,
a California limited partnership

By: Enterprise Winters One LLC,
a California limited liability company,
General Partner of Winters Community Housing One LP

By: Community Housing Opportunities Corporation,
a California nonprofit public benefit corporation,
Managing Member of Enterprise Winters One LLC

By: _____
Manuela Silva,
Chief Executive Officer of Community
Housing Opportunities Corporation

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Winters, County of Yolo, State of California and is described as follows:

(See Attached)

4822-0185-2476, v. 2



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: December 20, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Adopt Resolution No. 2016-40, to Approve an Easement Grant Deed for a Ped/Bike Path on Rabada parcel (APN 038-070-035) – PG&E GOTTC

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2016-40, to approve an Easement Grant Deed for a Ped/Bike Path on Rabada parcel (APN 038-070-035) – PG&E GOTTC; and
2. Authorize the City Clerk to sign and record the Grant Deed on the City's behalf.

BACKGROUND: PG&E is currently developing property within the City as the Winters PG&E Gas Operations Technical Training Center (GOTTC), which is located on East Grant Avenue/State Route 128 in the City. Condition of Approval No. 85 for the Project requires PG&E to construct an 8-foot wide concrete Class I ped/bike path along the south side of East Grant Avenue from the west side of the McClish property to the East Grant Avenue/East Main Street intersection (Rabada parcel), subject to 50 percent reimbursement from Rabada property at the time of future development.

DISCUSSION: The ped/bike path will be in the public right of way, so an easement was prepared by a licensed Land Surveyor. The Grant Deed conveys the Easement from John Rabada, a Trustee of the John S. Rabada M.D. Inc. Trust, to the City. PG&E will install the ped/bike path next year as part of the other Grant Avenue improvements.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachments: Resolution No. 2016-40
Easement Grant Deed and Exhibits

RESOLUTION NO. 2016-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
TO APPROVE AN EASEMENT GRANT DEED FOR A PED/BIKE PATH ON
RABADA PARCEL (APN 038-070-035) – PG&E GOTTC**

WHEREAS, PG&E is currently developing property within the City as the Winters PG&E Gas Operations Technical Training Center (the “Project”), which is located on East Grant Avenue/State Route 128 in the City; and

WHEREAS, the City has approved certain development entitlements for the Project, including but not limited to a Conditional Use Permit and a statutory Development Agreement that provide for the development of the Project, subject to certain conditions; and

WHEREAS, Condition of Approval No. 85 for the Project requires PG&E to construct an 8-foot wide concrete Class I ped/bike path along the south side of East Grant Avenue from the west side of the McClish property to the East Grant Avenue/East Main Street intersection (Rabada Property); and

WHEREAS, an Easement was prepared by a licensed Land Surveyor, for the ped/bike path improvements on the Rabada Property; and

WHEREAS, Rabada has signed an Easement Grant Deed, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Easement Grant Deed conveys the Easement to the City for the ped/bike path improvements, which shall be recorded in the Official Records of Yolo County concurrently with this document, that will allow for the construction of the improvements; and

BE IT RESOLVED by the City Council of the City of Winters as follows:

1. Adopt Resolution No. 2016-40, to approve an Easement Grant Deed for a Ped/Bike Path on Rabada parcel (APN 038-070-035) – PG&E GOTTC; and
2. Authorize the City Clerk to sign and record the Easement Grant Deed on the City’s behalf.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 20th day of December, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Nanci G. Mills, City Clerk

MAYOR

Approved As To Form:

Ethan Walsh, City Attorney

RECORDING REQUESTED BY AND RETURN TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100,00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2408-01

EASEMENT GRANT DEED

JOHN S. RABADA, M.D., INC. TRUST, hereinafter called Grantor, hereby grants to the **CITY OF WINTERS**, a municipal corporation, hereinafter called Grantee, the following easement for public use, described as follows:

(a portion of APN: 038-070-035)

A portion of real property situated in Winters, County of Yolo, State of California, and being a portion of Parcel 3, Parcel Map No. 3469, filed May 9, 1990, in book 9 of Parcel Maps, page 84, Yolo County Records more particularly described therein as follows:

1. A permanent easement for the construction and maintenance of a sidewalk for public use, over, along, upon, under, and across an area twelve (12) feet in width, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush, and described as follows:

See EXHIBIT "A" attached hereto and made a part hereof for a full legal description.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 11/28/16, 2016.

By: 
John Rabada
a Trustee of the John S. Rabada, M.D., Inc. Trust

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

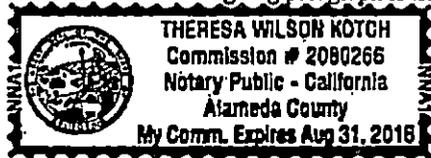
On 11/28/2016, before me, Theresa Wilson Kotch
Here insert name and title of the officer

personally appeared John S. Rabada

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Theresa Wilson Kotch
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT 'A'
LEGAL DESCRIPTION of 12' SIDEWALK EASEMENT

That portion of real property situated in the City of Winters, County of Yolo, State of California, and being a portion of Parcel 3, Parcel Map No. 3469, filed May 9, 1990, in book 9 of Parcel Maps, page 84, Yolo County Records more particularly described as follows:

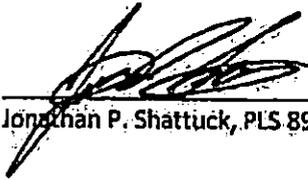
Beginning at the northeastern most corner of said Parcel 3; Thence, southwesterly, along the north line of said Parcel 3 South $65^{\circ}06'57''$ West, a distance of 288.32 feet to a point, said point being the beginning of land described in the Grant Deed recorded as Document No. 017101, Book 2491, Page 1, Yolo County Records, said point also being the beginning a tangent curve concave to the east, having a radius of 20.00 feet; thence continuing along the description of land described in the Grant Deed and along said curve, through a central angle of $66^{\circ}25'19''$, and an arc length of 23.19 feet;

Thence, North $65^{\circ}06'57''$ East, a distance of 306.69 feet to the east boundary of said Parcel 3;

Thence, North $25^{\circ}05'40''$ West, a distance of 12.00 feet to the point of beginning.

The bearing of South $25^{\circ}04'41''$ East, as shown for the centerline of Wild Rose Lane, on Tract No. 4073, Putah Creek Hamlet No. 1, filed in Book 20 of Maps at Page 12, Yolo County Records, is used as the Basis for this legal description.

Containing 0.01 Acres Total, more or less.


Jonathan P. Shattuck, PLS 8940

10/19/2015
Date



LEGEND

- EXISTING PROPERTY LINE
- EASEMENT LIMITS
- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- (100.00') RECORD DATA PER TRACT NO. 4125, THE VILLAGE AT PUTAH CREEK, FILED IN BOOK 17 OF MAPS AT PAGE 95, YOLO COUNTY RECORDS
- ((100.00')) RECORD DATA PER GRANT DEED RECORDED IN JUNE OF 1993, DOCUMENT NO. 017101, BOOK 2497, PAGE 1, YOLO COUNTY RECORDS
- [100.00'] RECORD DATA PER GRANT DEED, RECORDED AUGUST 17, 2001, AS INSTRUMENT NO. 2001-0029265, YOLO COUNTY RECORDS
- {100.00'} RECORD DATA PER TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS

BASIS OF BEARINGS: THE BEARING OF S 25°04'41" E, AS SHOWN FOR THE CENTERLINE OF WILD ROSE LANE ON TRACT NO. 4073, PUTAH CREEK HAMLET NO. 1, FILED IN BOOK 20 OF MAPS AT PAGE 12, YOLO COUNTY RECORDS, IS USED AS THE BASIS FOR THIS MAP.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 65°06'57" E [N 65° E]	1033.88' [15.65 CHAINS]
L2	S 25°05'40" E {S 25°04'41" E}	1651.64' {1651.54'}
L3	N 65°06'57" E	205.62'
L12	S 64°55'19" W {S 64°55'19" W}	133.12' {135.50'}
L18	S 25°05'40" E {S 25°04'41" E}	491.65'
L21	S 25°05'40" E {S 25°04'41" E}	461.65' {461.55'}

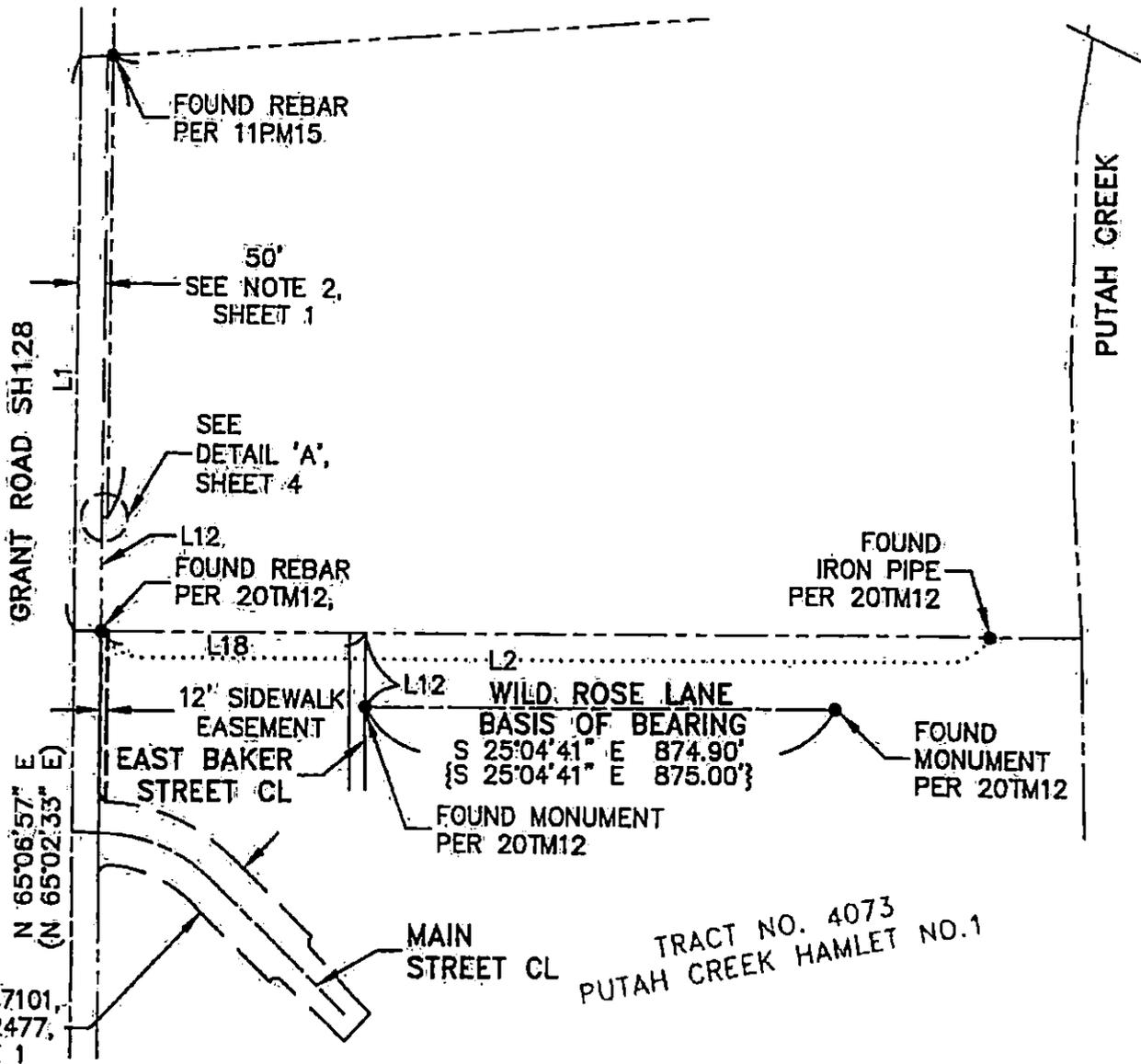


10/19/2015

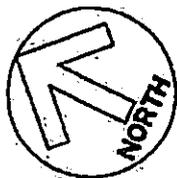


980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject **EXHIBIT 'A'**
12' SIDEWALK EASEMENT
Job No. **20128012-12**
By **JPS** Date **10/14/15** Chkd. **JPS**
SHEET **1** OF **4**



DOC. 017101,
 BOOK 2477,
 PAGE 1



GRAPHIC SCALE

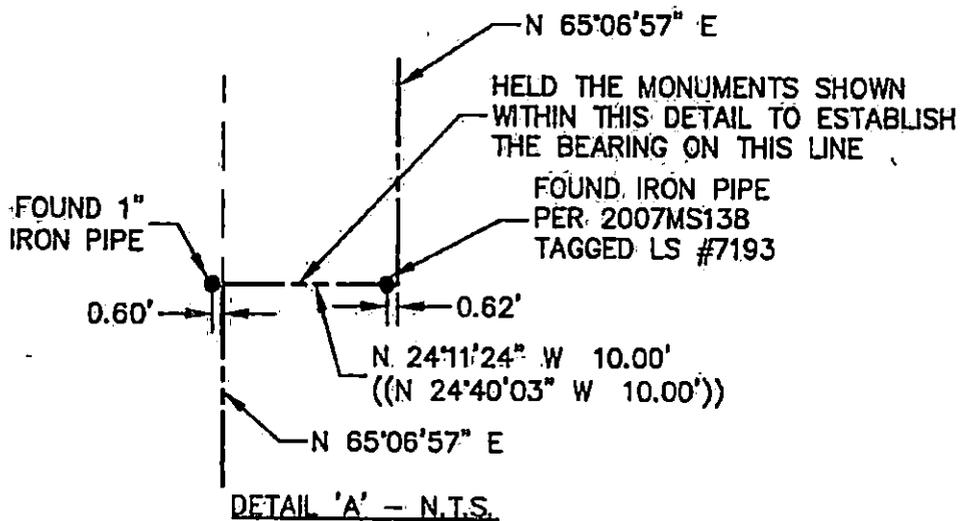


10/19/2015



980 9TH ST
 SUITE 1770
 SACRAMENTO, CA 95814
 916-556-5800
 916-556-5899 (FAX)

Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT
 Job No. 20128012-12
 By JPS Date 10/14/15 Chkd. JPS
 SHEET 2 OF 4



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT
Job No. 20128012-12
By JPS Date 10/14/15 Chkd. JPS
SHEET 4 OF 4



10/19/2015

GRANT ROAD SH128

591 O.R. 334

PARCEL MAP NO. 5086

L21

TRUE POINT OF BEGINNING

12.00'

8 PM 51

12' SIDEWALK EASEMENT

N 65°06'57" E 288.32'
((S 65°02'33" W 288.32'))

N 65°06'57" E
306.69'

30'

EAST BAKER STREET CL

R=20.00'

L=23.19'

Δ=66°25'19"

((R=20.00'))

((L=30.58'))

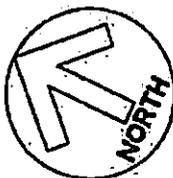
((Δ=87°36'40"))

((R=356.00'))

((L=259.24'))

((Δ=41°43'22"))

DOC. 017101,
BOOK 2477,
PAGE 1



MAIN STREET CL

GRAPHIC SCALE



160

0

160

320



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

Subject EXHIBIT 'A'
12' SIDEWALK EASEMENT

Job No. 20128012-12

By JPS Date 10/14/15 Chkd. JPS

SHEET 3 OF 4



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: December 20, 2016
THROUGH: John W. Donlevy, Jr., City Manager *John*
FROM: Ethan Walsh, City Attorney
Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Designation of Mayor/Mayor Pro Tem

RECOMMENDATION: City Council to determine who will serve as the new Mayor. If the Mayor Pro Tempore is appointed as the new Mayor, the City Council will also need to select a new Mayor Pro Tempore.

BACKGROUND: At the last City Council meeting on December 6, 2016 the City Council voted to bring Wade Cowan back onto the Council to fill the vacancy left by Cecilia Aguiar-Curry's departure to serve in the California Legislature as an Assembly Member in the 4th District.

The City Council also voted to wait until there was a full Council before appointing a Council Member to serve as Mayor.

Appointing the New Mayor

The Mayor is typically designated on the first Tuesday following the general election at which council members are elected, and the Municipal Code provides that the council member who served as Mayor Pro Tempore immediately prior to this meeting shall be designated Mayor. (Winters Municipal Code section 2.04.070.) However, the Municipal Code does not specifically provide that the Mayor Pro Tempore will assume the position of Mayor upon a vacancy. The Council therefore has discretion to appoint any of its members as Mayor. The

newly appointed Mayor will remain in that position for the remainder of the current term, ending in June 2018.

In the event that the current Mayor Pro Tempore is appointed as the new Mayor, then the Mayor Pro Tempore position will be vacant and need to be filled. The Mayor Pro Tempore is generally the Council member who received the most votes in the most recent general election. In this case, that is Bill Biasi. However, if Mayor Pro Tempore Biasi is appointed as Mayor, he cannot simultaneously serve as the Mayor Pro Tempore. In that case, the Council would also need to appoint a new Mayor Pro Tempore, which can be any of the Council members. The person designated as Mayor Pro Tempore would remain in that position until the next municipal election, and therefore would be designated to serve as Mayor for the term of June 2018-June 2020.

In summary, the Council needs to take the following actions:

1. Designate the new Mayor. This can be any of the current Council members.
2. If Mayor Pro Tempore Biasi is designated as Mayor, appoint a new Mayor Pro Tempore. The Mayor Pro Tempore (either Bill Biasi or the newly appointed Mayor Pro Tempore) will serve as Mayor starting in June 2018.

Finally, the Mayor and Mayor Pro Tempore both serve at the pleasure of the Council as a whole, and the Council also has the ability to suspend its rules related to these positions. (See Winters Municipal Code sections 2.04.070, 2.04.080, 2.04.130.) Therefore, if the Council would like to take a different approach to appointing these two positions (for example, letting one member remain as Mayor for a term beyond two years), the Municipal Code gives the Council the flexibility to take different approaches to appointing these positions, so long as the proposed approach is approved by a majority of the Council.

FISCAL IMPACT: No fiscal impact for selection of the Mayor or Mayor Pro Tempore.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: December 20, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Waste Management Contract Extension

RECOMMENDATION: Staff recommends Council to authorize City Manager to execute extension of the existing 2006 franchise agreement with Waste Management (WM) for waste collection service for up to one year.

BACKGROUND: The current contract with WM expires December 31, 2016, staff has been meeting with WM and discussing options regarding services for a new contract. More time is needed to complete these negotiations and finalize a new franchise agreement. The proposed extension is for one year, however staff is expecting to bring back the draft franchise agreement to Council within the next two months.

FISCAL IMPACT: None



December 13, 2016

City of Winters
John W. Donlevy, Jr., City Manager
318 1st Street
Winters, CA 95694

Dear Mr. Donlevy:

USA Waste of California, Inc. dba Waste Management of Winters ("WM") greatly appreciates the opportunity to provide waste collection services to residents of the City of Winters (the "City"), and looks forward to a long term continued relationship. The 2006 Franchise Agreement between the City and WM (the "Franchise Agreement") expires on December 31, 2016. As you can imagine, it is important for both the City and WM to have an agreement in place regarding the franchised collection services. At the same time, we understand the constraints and the significant time required to negotiate and complete a new franchise agreement.

WM will continue to provide services under the Franchise Agreement past December 31, 2016 on the following conditions:

- Effective January 1, 2017, the term of the Franchise Agreement is extended for one year. Thereafter, the Franchise Agreement will continue to extend for successive one-year terms unless either the City of WM provides written notice of termination at least ninety (90) days prior to the expiration of the then-existing term.
- All other terms and conditions of the Franchise Agreement shall remain unchanged.

Please indicate the City's agreement to the above terms by executing this letter in the space provided below (page 2) and return one copy to WM.

Yours truly,

USA WASTE OF CALIFORNIA, INC.

Alex Oseguera
Vice President & General Manager

AGREED TO AND ACCEPTED BY:

CITY OF WINTERS

By: _____

Name: _____

Title: _____

Date: _____



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: December 20, 2016
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Shelly A. Gunby, Director of Financial Management *[Signature]*
SUBJECT: October 2016 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2016 through October 31, 2016.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2016 through October 31, 2016. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of October 2016 reflects interest all of the above sources.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
Investment Earnings as of October 31, 2016

Fund	Description	October Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND		\$ 1
106	MONITORING FEE	3	3
107	PARK MAINTENANCE FUND	3	3
113	2007 HOUSING TABS	1,253	1,253
201	FIRE PREVENTION FUND	1	1
208	FIRST TIME HOMEBUYER	129	129
209	In Lieu Affordable Housing	157	157
212	FLOOD ASSESSMENT DISTRICT	6	6
221	GAS TAX FUND	3	3
233	Realignment Fund	102	102
251	TRAFFIC SAFETY	210	210
252	ASSET FORFEITURE	13	13
254	VEHICLE THEFT DETERRENT	77	77
287	AFTERSCHOOL DONATIONS	1	1
291	BEVERAGE RECYCLE GRANT	29	29
321	EDBG 99-688	422	1,740
322	EDBG 96-405 CRADWICK	764	3,067
355	RLF SMALL BUSINESS	114	342
356	RLF HOME PROGRAM	169	169
358	PROGRAM INCOME FUND	778	778
411	STREET IMPACT FEE	97	97
412	STORM IMPACT FEE	244	244
414	POLICE IMPACT FEE	378	378
415	FIRE IMPACT FEE	433	433
416	GENERAL FACILITY IMPACT FEE	555	555
417	WATER IMPACT FEE	672	672
418	SEWER IMPACT FEE	118	118
419	FLOOD OVERLAY	351	351
421	GENERAL FUND CAPITAL	846	846
422	LANDFILL CAPITAL	273	273
427	EQUIPMENT REPLACEMENT FUND	483	483
429	SERVICE RESERVE	290	290
482	FLOOD CONTROL STUDY	2	2
492	RAJA STORM DRAIN	59	59
494	CARF	109	109
501	GENERAL DEBT SERVICE	86	86
612	WATER RESERVE	9	9
616	WATER CONSERVATION	14	14
617	WATER METER FUND	286	286
621	SEWER O & M	1,162	1,162
831	SWIM TEAM	115	115
833	Festival de la Comunidad	18	18
836	PCH HOA	23	23
Total Investment Income		<u>\$ 10,857</u>	<u>\$ 14,707</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: December 20, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: October 2016 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for October 2016.

BACKGROUND:

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

General Fund

General Fund revenues are 15% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will be received in January 2017.
- The first installment of Property Tax in lieu of Sales Tax will be received in January 2017.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization, we have received approximately 15% of projected revenues.
- Utility User Tax is received approximately 1-3 months after the utilities are used; UUT receipts are 29% of the budgeted amount.
- Building permit fees received are 25% of the budgeted amount.
- General Fund expenditures are 40% of budget.

Other funds:

Fund 211 City Wide Assessment District: The first installment will be received in January 2017.

Fund 611 Water: Water fund revenues are 45% of budget and expenditures are 42% of budget.

Fund 621 Sewer: Sewer fund revenues are 33% of budget and expenditures are 32% of budget.

FISCAL IMPACT:

None

City of Winters
 General Fund Revenue Summary
 July 1, 2016 through October 31, 2016

		% of Year Complete			33%
G/L Code	Account Description	Budget 2016-2017	October Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 749,464			0%
101-41103	Property Tax in Lieu of VLF	524,797			0%
101-41401	Sales & Use Tax	578,354	33,986	85,800	15%
101-41402	Prop 172	46,268			0%
101-41403	Franchise Fee	265,000	59,692	54,134	20%
101-41404	Property Transfer Tax	18,000			0%
101-41405	Utility Tax	676,089	49,828	196,732	29%
101-41406	Municipal Services Tax	297,040	24,990	99,840	34%
101-41408	TOT Tax	8,000			0%
101-41407	Business Licenses	26,000	640	4,377	17%
101-46102	Building Permits	344,502	6,371	87,496	25%
101-46103	Encroachment Permit	10,000	124	2,897	29%
101-46104	Other Licenses & Permits	73,039	2,681	40,520	55%
101-41507	Motor Vehicle in Lieu	3,000			0%
101-41509	Homeowners Property Tax Relief	15,000			0%
101-48106	Post Reimbursement	3,500	(358)	(358)	-10%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	100	10	92	92%
101-42103	Plan Check Fees	102,125	3,748	27,498	27%
101-42104	Planning Application Fees	10,750	1,500	1,500	14%
101-42107	Project Monitoring Fees	3,500	1,414	1,942	55%
101-42108	Police Reports	500	5	50	10%
101-42109	Fingerprint Fees	3,500	484	1,351	39%
101-42111	Towing/DUI Reimbursement	300	50	115	38%
101-42112	Ticket Sign Off Fees	300		65	22%
101-42201	Recreation Fees	3,100		2,100	68%
101-42205	Basketball Revenues	6,700	1,095	1,095	16%
101-42211	Pool Ticket Sales	10,400		5,767	55%
101-42213	Pool Proceeds	1,000			0%
101-42212	Pool Concession Stand Revenues	7,000	500	5,119	73%
101-42215	Swim Passes	2,000		285	14%
101-42216	Swim Lessons	13,600		4,370	32%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,800		1,170	65%
101-42303	Community Center Rental	13,500	228	2,539	19%
101-42304	Community Center Insurance Collected	85			0%
101-44101	Rents/Leases Revenues	66,000	6,925	28,744	44%
101-43151	Fire District Payments	248,178			0%
101-44102	Interest Earnings	1,000		1	0%
101-46106	Reinspect Fee	1,200	307	676	56%
101-49101	Contributions	95,865	4,608	20,453	21%
101-49102	Reimbursements/Refunds	110,000		351	0%
101-49104	Miscellaneous Revenues	164,000	22,739	25,260	15%
101-49106	Cash Over/Short		406	372	
101-49125	Fire District Contract		(5,519)	(5,519)	
101-49999	Interfund Operating Transfer	16,600			0%
Total General Fund Revenues		\$ 4,529,156	\$ 216,454	\$ 696,834	51%

City of Winters
Fund Balances Report
Estimated Fund Balances as of October 31, 2016

Fund	Fund Name	Unaudited					Change From 6/30/2016
		Fund Balance 6/30/2016	Current Year Revenues	Current Year Expenditures	Transfers In/(Out)	Ending Fund Balance	
101	General Fund	\$ 210,985	\$ 696,834	\$ 1,843,250	\$ (7,489)	\$ (942,920)	\$ (1,153,905)
104	Fireworks Fund	(7,329)	3,765	5,400	-	(8,964)	(1,635)
105	Senior Fund	246	-	-	-	246	-
106	Monitoring Fee	1,703	3	-	-	1,706	3
107	City Park Maintenance	2,269	3	-	-	2,272	3
108	Munchkin Summer Camp	23,096	3,853	20,893	-	6,056	(17,040)
110	Housing Successor	36,177	-	-	-	36,177	-
112	Housing 2004 TABS	150,000	-	-	-	-	-
113	2007 Housing TABS	825,000	1,253	4,046	-	822,207	(2,793)
115	Canine Program	-	15,277	-	-	-	-
201	Fire Prevention Grant	863	1	-	-	864	1
208	First Time Homebuyer	85,198	129	-	-	85,327	129
209	In Lieu Affordable Housing	153,324	63,157	-	-	216,481	63,157
211	City Wide Assessment	59,028	-	118,780	(374)	(60,126)	(119,154)
212	Flood Assessment District	3,862	6	-	-	3,868	6
221	Gas Tax	21,176	40,464	56,007	-	5,633	(15,543)
231	State COPS 1913	25,938	-	33,765	-	(7,827)	(33,765)
233	Realignment Funds	97,488	102	1,049	-	96,541	(947)
251	Traffic Safety	137,798	350	-	-	138,148	350
252	Asset Forfeiture	8,123	1,457	1,543	-	8,037	(86)
254	Vehicle Theft Deterrent	50,379	77	-	-	50,456	77
272	Boost Grant	10,407	4,101	4,360	-	10,148	(259)
278	Prop 84 Park	(23,360)	-	24,482	-	(47,842)	(24,482)
287	After School Program Contr	763	1	-	-	764	1
291	Beverage Recycling Grant	24,620	29	400	-	24,249	(371)
294	Transportation	454,268	4,294	115,121	-	343,441	(110,827)
299	After School Program	148,639	4,858	26,228	-	127,269	(21,370)
307	HRP Grant	(374)	-	-	374	-	-
313	STBG-96-1043 Housing and P	(29,070)	-	-	-	(29,070)	-
314	98-HOME-347 Grant	127,146	-	-	-	127,146	-
316	HOME-Choc Project	2,843,180	-	-	-	2,843,180	-
321	EDBG 99-688 Buckhorn	105,645	1,740	-	(5,801)	101,584	(4,061)
322	EDBG 96-405 Cradwick	230,817	3,067	-	(5,419)	228,465	(2,352)
324	YQAMD Grant	-	10,367	3,312	-	-	-
351	RLF Housing Rehabilitation	105,993	-	-	-	105,993	-
352	RLF Affordable Housing	308,788	-	-	-	308,788	-
355	RLF Small Business	46,173	342	-	(2,809)	43,706	(2,467)
356	RLF HOME Program	318,420	169	-	-	318,589	169
358	Program Income Fund	606,441	778	-	14,029	621,248	14,807
382	VFA Grant	4,094	-	4,024	-	70	(4,024)
383	SCBA Grant	-	5,802	13,291	7,489	-	-
384	IRWWP Grant	7,588	-	2,720	-	-	-
411	Street Impact Fee	921,732	97	4,093	-	917,736	(3,996)
412	Storm Drain Impact Fee	213,316	11,101	-	-	224,417	11,101
413	Parks & Recreation Impact	(90,951)	141,466	-	-	50,515	141,466
414	Public Safety Impact Fee	266,049	8,652	-	-	274,701	8,652
415	Fire Impact Fee	365,540	29,455	-	-	394,995	29,455
416	General Facilities Impact	466,645	44,819	1,000	-	510,464	43,819
417	Water Impact Fee	527,028	5,018	282	-	531,764	4,736
418	Sewer Impact Fee	81,561	129,962	-	-	211,523	129,962
419	Flood Control Fee	231,217	351	-	-	231,568	351
421	General Fund Capital	556,981	846	-	-	557,827	846
422	Landfill Capital	179,598	273	485	-	179,386	(212)
423	Street Capital	118,004	-	-	-	118,004	-
424	Parks and Recreation Capit	119,430	-	-	-	119,430	-
427	Equipment Replacement Fund	507,562	24,418	-	-	531,980	24,418
429	Service Reserve Fund	1,056,350	290	1,011	-	1,055,629	(721)
481	General Plan 1992	(445,488)	-	-	12,210	(433,278)	12,210
482	Flood Control Study	(123,692)	2	-	-	(123,690)	2
492	RAJA Storm Drain	67,561	59	-	-	67,620	59
494	CARF	104,859	10,385	-	-	115,244	10,385
495	Monitoring Fee	-	24,420	-	(12,210)	12,210	12,210
496	Storm Drain Non-Flood	236	-	-	-	236	-
501	General Debt Service	56,663	86	-	-	56,749	86
611	Water O & M	3,376,300	602,473	484,584	(169,947)	3,324,242	(52,058)
612	Water Reserve	129,960	(325)	-	-	129,635	(325)
615	2007 Water Bonds	146,115	-	-	-	146,115	-
616	Water Conservation	27,659	14	-	-	27,673	14
617	Water Meter Fund	398,990	778	93	-	399,675	685
619	Water Debt Service Fund	(3,170,454)	-	119,982	169,947	(3,120,489)	49,965
621	Sewer O & M	6,301,331	554,732	466,100	(204,127)	6,185,836	(115,495)
622	Sewer Reserve	161,181	-	-	-	161,181	-
629	Sewer Debt Service	(3,744,625)	-	29,709	204,127	(3,568,060)	174,418
651	Central Service Overhead	(394)	-	-	-	(394)	-
771	RORF	(14,460,232)	-	253,000	-	(14,713,232)	(253,000)
772	RDA Trust	608,993	-	-	-	608,993	-
773	2007 TABS	17,856	-	-	-	17,856	-
781	RDA Long Term Debt	510,632	-	-	-	510,632	-
803	Elderberry Mitigation Fund	223,280	-	-	-	221,133	(2,147)
831	Winters Library	84,321	21,509	23,472	-	82,358	(1,963)
833	Festival de La Comunidad	13,303	17,374	8,473	-	22,204	8,901
836	PCH HOA	15,285	23	-	-	15,308	23
838	WPD Youth Services	300	40	90	-	250	(50)
839	Youth Day Fund	495	-	-	-	460	(35)
846	Quilt Festival	544	-	-	-	544	-
911	General Fixed Assets	24,721,931	-	-	-	24,721,931	-
Total Fund Balances		\$ 27,718,474	\$ 2,490,597	\$ 3,671,045	\$ 0	\$ 26,360,791	\$ (1,200,469)

City of Winters
Summary of Expenditures
July 1, 2016 through October 31, 2016

		% of Year Complete				33%
Fund #	Fund Description	Budget 2016-2017	October Actual	Year to Date Actual	Unspent Balance	% of Budget Spent
101	General Fund Expenditures by Department					
110	City Council	\$ 14,313	\$ 461	\$ 1,070	\$ 13,243	7%
120	City Clerk	19,453	792	4,560	14,893	23%
130	City Treasurer	401	28	110	291	27%
160	City Manager	40,289	4,498	21,412	18,877	53%
161	Economic Development & Housing	56,648	-10,781	741	55,907	1%
163	Rogers Building		25	45,670	-45,670	
170	Administrative Services	202,684	13,735	71,340	131,344	35%
180	Finance	4,158	-4,152	-17,024	21,182	-409%
210	Police Department	2,420,248	168,984	1,070,154	1,350,094	44%
310	Fire Department	864,217	148,649	331,627	532,590	38%
410	Community Development	123,820	13,873	36,122	87,698	29%
420	Building Inspections	278,833	19,260	98,775	180,058	35%
610	Public Works-Administration	386,300	26,817	111,916	274,384	29%
710	Recreation	10,321	106	2,139	8,182	21%
720	Community Center	102,938	11,445	36,491	66,447	35%
730	Swimming Pool	99,816	9,064	35,637	64,179	36%
	Total General Fund Expenditure	\$ 4,624,439	\$ 402,804	\$ 1,850,740	\$ 2,773,699	40%
104	Fireworks Fund	15,000		5,400	9,600	36%
106	Monitoring Fee	500			500	
105	Senior Fund	23,606			23,606	
107	Park Maintenance	2,261			2,261	
108	Munchkin Summer Camp			20,893	-20,893	
113	2007 Housing TABS	750,000	4,046	4,046	745,954	1%
201	Fire Prevention Grant	200			200	
211	City Wide Assessment	314,203	29,808	119,154	195,049	38%
221	Gas Tax Fund	221,983	15,221	56,007	165,976	25%
231	State COPS 1913	98,476	7,023	33,765	64,711	34%
233	Realignment	8,000		1,049	6,951	13%
251	Traffic Safety	15,000			15,000	
252	Asset Forfeiture	6,000	1,543	1,543	4,457	26%
272	Boost Grant	17,320	1,890	4,360	12,960	25%
278	Prop 84 Park Grant	587,733	17,381	24,482	563,251	4%
291	Beverage Recycling Grant	5,000	400	400	4,600	8%
294	Transportation	491,148	55,783	115,121	376,027	23%
299	After School Program	119,773	9,280	26,228	93,545	22%
321	EDBG 99-688 Buckhorn	15,953	1,450	5,801	10,152	36%
322	EDBG 405-Cradwick	15,247	1,550	5,419	9,828	36%
324	YQAMD		3,312	3,313		
355	RLF Small Business	8,757	676	2,809	5,948	32%
356	RLF HOME Program	180			180	
358	Program Income	560,768			560,768	
382	VFA Grant		4,024	4,024	-4,024	
383	SCBA Grant			13,291		
384	IRWWP Grant		1,281	2,720		
411	Street Impact Fee	134,000	3,100	4,093	129,907	3%
412	Storm Drain Impact Fee	6,474			6,474	
413	Park & Recreation Impact Fee	62,000			62,000	
414	Public Safety Impact Fee	12,000			12,000	
415	Fire Impact Fee	12,000			12,000	
416	General Facility Impact Fee	12,000	1,000	1,000	11,000	8%
417	Water Impact Fee	12,000		282	11,718	2%
418	Sewer Impact Fee	12,000			12,000	
422	Landfill Capital	9,500	485	485	9,015	5%
427	Equipment Replacement Fund	150,294			150,294	
429	Service Reserve		1,011	1,011	-1,011	
495	Monitoring Fee	149,758	-6,105	12,210	137,548	8%
611	Water O & M	1,562,211	95,871	654,531	907,680	42%
616	Water Conservation Fund	2,700			2,700	
617	Water Meter Fund	6,000		93	5,907	2%
619	Water Debt Service			119,982	-119,982	
621	Sewer O & M	2,069,023	145,795	670,226	1,398,797	32%
629	Sewer Debt Service			29,709	-29,709	
651	Central Service Overhead	-1			-1	
771	RORF	1,184,425	37,582	253,000	931,425	21%
773	2007 TABS	14,000			14,000	
831	Swim Team	69,973		23,472	46,501	34%
833	Festival de la Comunidad	7,950	1,198	8,473	-523	107%
846	Quilt Festival	200			200	
838	WPD Youth Services			90	-90	
	Total Expenditures	\$ 13,390,054	\$ 832,816	\$ 4,079,222	\$ 9,330,156	30%

City of Winters
 Summary of Revenues
 July 1, 2016 through October 31, 2016

		% of Year Complete				33%
Fund #	Fund Description	Budget 2016-2017	October Actual	Year to Date Actual	Revenues to be Received	% of Budget Received
101	General Fund	\$ 4,529,156	\$ 216,280	\$ 696,834	\$ 3,832,322	15%
104	Fireworks Fund	15,000		3,765	11,235	25%
105	Senior Fund	2			2	
106	Winters Swim Lessons	500	3	3	497	1%
108	Munchkin Summer Camp	16,301		3,853	12,448	24%
107	Park Maintenance	6	3	3	3	50%
113	2007 Housing TABS	1,000	1,253	1,253	(253)	125%
115	Canine Program			15,277	(15,277)	
201	Fire Prevention Grant	2	1	1	1	50%
208	First Time Homebuyer In Lieu	135	129	129	6	96%
209	In Lieu Affordable Housing		18,157	63,157	(63,157)	
211	City Wide Assessment	314,202			314,202	
212	Flood Assessment District	10	6	6	4	60%
221	Gas Tax	185,032	3	40,464	144,568	22%
231	State COPS AB1913	100,000			100,000	
233	Realignment	8,020	102	102	7,918	1%
235	Avoid Grant	5,000			5,000	
251	Traffic Safety	5,260	210	350	4,910	7%
252	Asset Forfeiture	612	610	1,457	(845)	238%
254	Vehicle Theft Deterrent	28	77	77	(49)	275%
267	Grant Ave Improvement					
272	Boost Grant	17,320	4,101	4,101	13,219	24%
287	After School Contributions		1	1	(1)	
291	Beverage Recycling	5,036	29	29	5,007	1%
294	Transportation	337,678	3,294	4,294	333,384	1%
299	AfTer School Program	130,154	3,651	4,858	125,296	4%
307	HRP Grant			374	(374)	
321	EDBG 99-688 Buckhorn	15,953	422	1,740	14,213	11%
322	EDBG 96-405 Cradwick	15,247	764	3,067	12,180	20%
324	YQAMD Grant			10,367	(10,367)	
355	RLF Small Business	8,757	114	342	8,415	4%
356	RLF HOME Program	180	169	169	11	94%
358	Program Income	40,936	4,454	14,807	26,129	36%
383	SCBA Grant			13,291	(13,291)	
411	Street Impact Fee	630,699	97	97	630,602	
412	Storm Drain Impact Fee	250	3,346	11,101	(10,851)	999%
413	Parks & Recreation Impact Fee	139,522	39,810	141,466	(1,944)	101%
414	Public Safety Impact Fee	118,953	2,742	8,652	110,301	7%
415	Fire Impact Fee	168,624	8,725	29,455	139,169	17%
416	General Facilities Impact Fee	172,519	12,627	44,819	127,700	26%
417	Water Impact Fee	221,954	672	5,018	216,936	2%
418	Sewer Impact Fee	654,566	35,530	129,962	524,604	20%
419	Flood Fees	360	351	351	9	98%
421	General Fund Capital		846	846	(846)	
422	Landfill Capital	300	273	273	27	91%
423	Street Capital	100			100	
427	Capital Equipment		483	24,418	(24,418)	
429	Service Reserve Fund		290	290	(290)	
481	General Plan 1992	149,758	(6,105)	12,210	137,548	8%
482	Flood Control Study		2	2	(2)	
492	RAJA Storm Drain	65	59	59	6	91%
494	CARF	3,364	1,654	10,385	(7,021)	309%
495	Monitoring Fee	149,758	6,105	24,420	125,338	16%
501	General Debt Service	92	86	86	6	93%
611	Water O & M	1,348,021	120,841	602,473	745,548	45%
612	Water Reserve	6,000	(325)	(325)	6,325	-5%
616	Water Conservation	12,000	14	14	11,986	
617	Water Meter Fund	300	286	778	(478)	259%
619	Water Debt Service			169,947	(169,947)	
621	Sewer O & M	1,696,391	139,644	554,732	1,141,659	33%
629	Sewer Debt Service			204,127	(204,127)	
771	RORF	1,204,590			1,204,590	
803	Elderberry Mitigation	1,200			1,200	
831	Swim Team	29,436	115	21,509	7,927	73%
833	Festival de la Comunidad	10,012	10,509	17,374	(7,362)	174%
836	PCH HOA		23	23	(23)	
838	WPD Youth Services			40	(40)	
846	Quilt Festival	610			610	
Total Revenues		\$ 12,470,971	\$ 632,533	\$ 2,898,773	\$ 9,572,198	23%

City of Winters
Cash and LAIF Balances
Cash and LAIF Balances as of October 31, 2016

Fund	Description	Balance	
		6/30/2016	10/31/2016
101	General Fund	\$ 46,438	\$ (506,751)
104	Fireworks Fund	(7,245)	(8,964)
105	Senior Fund	246	247
106	Monitoring Fee	1,701	1,705
107	Park Maintenance	2,266	2,273
108	Munchkin Summer Camp	35,762	6,057
110	Housing Successor Agency	(98,487)	(98,487)
113	Housing 2007 Tabs	824,011	826,254
115	Canine Program		15,277
201	Fire Prevention Grant	944	947
208	First Time Homebuyer	85,082	85,328
209	In Lieu Affordable Housing	153,183	216,481
211	City Wide Assessment	60,653	(59,575)
212	Flood Assessment District	3,857	3,868
221	Gas Tax	153,529	128,687
231	State COPS 1913	25,938	(7,827)
233	Realignment	76,772	96,541
235	Avoid	(1,461)	
251	Traffic Safety	149,396	138,148
252	Asset Forfeiture	9,306	9,580
254	Vehicle Theft Deterrent	50,310	50,455
272	Boost Grant	7,364	10,148
278	Prop 84 Park Grant	(21,602)	(37,820)
287	After School Contributions	762	763
291	Beverage Recycling Fund	24,594	24,249
294	Transportation(Including Bus Se	461,607	347,417
299	After School Program	153,279	127,795
307	HRP Grant	(94,996)	
324	YQAMD Grant		7,055
356	RLF-HOME Program	110,923	111,243
358	Program Income Fund	605,752	621,248
382	VFA Grant	4,094	70
384	IRWWP Grant	(695)	5,692
411	Street Impact Fee	829,414	825,236
412	Storm Impact Fee	183,098	194,417
413	Parks and Recreation Impact Fee	(94,403)	47,063
414	Police Impact Fee	262,754	271,744
415	Fire Impact Fee	365,776	395,617
416	General Facilities Impact Fee	464,939	509,255
417	Water Impact Fee	526,428	531,763
418	Sewer Impact Fee	81,455	211,523
419	Flood Fee	230,903	231,569
421	General Fund Capital	556,225	557,827
422	Landfill Capital	179,354	179,385
423	Street Capital	118,004	118,004
424	Parks and Recreation Capital	319,430	319,430
427	Capital Equipment Fund	319,131	343,980
429	Service Reserve	897,715	835,058
481	General Plan 1992 Study	(448,867)	(436,657)
482	Flood Control Study	1,306	1,310
492	RAJA Storm Drain	77,097	77,209
494	Capital Asset Recovery Fee	104,762	115,244
495	Monitoring Fee		12,210
496	Storm Drain Non-Flood	236	236
501	General Debt Service	56,586	56,749
611	Water O & M	123,598	14,070
612	Water Reserve	128,414	129,327
615	07 Water Bonds	100	100
616	Water Conservation	27,646	27,673
617	Water Meter	397,700	399,577
621	Sewer O & M	1,612,706	1,457,035
622	Sewer Capital	161,181	161,181
629	Sewer Debt Service	2,147	
651	Central Services	5,753	8,225
652	Central Service w PD & FD	20,920	3,491
771	RORF	576,186	(35,198)
773	2007 TABS	18,111	17,856
831	Swim Team	84,588	82,359
833	Festival de la Comunidad	13,421	22,204
836	PCH HOA	15,264	15,308
838	WPD Youth Services	300	251
839	Youth Day	494	460
846	Quilt Festival	594	545
Total Cash and LAIF Balances		\$ 11,043,748	\$ 9,820,741