CITY OF WINTERS
california
Est. 1875

Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, June 19, 2018
6:30 p.m.
AGENDA

Members of the City Council

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

CONSENT CALENDAR

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

A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 5, 2018 (pp. 5-8)
B. Final Map Approval for Winters Highlands (Stone's Throw) Phase 1 Subdivision (pp. 9-40)
    1. Development Agreement and Conditions of Approval
    2. Resolution 2018-20, a Resolution of the City Council of the City of Winters to Consent to an Irrevocable Offer of Dedication of Right of Way and Public Utility Easement
    3. Resolution 2018-21, a Resolution of the City Council of the City of Winters Approving the Final Map #4507 and Authorizing the City Clerk to Record the Final Map with the County Recorder
C. Street Maintenance Contract with Vintage Paving (pp. 41-42)
D. Repairs at Carter Lift Station (pp. 43-52)
E. Memorandums of Understanding (MOU's), Job Descriptions and Salary Schedule (pp. 53-162)

PRESENTATIONS

Recognition of Rebecca Fridae for her Dedication to the Yolo County Library Advisory Board for Over 30 Years

Recognition of Nanci Mills for her Dedication to the City of Winters as City Clerk for 32 Years

DISCUSSION ITEMS

1. Public Hearing, Waive Second Reading and Adoption of Ordinance 2018-02, Adopting Chapter 18.12 of the Winters Municipal Code Providing for Implementation of the Yolo HCP/NCCP, Including Related Procedures and Fees (pp. 163-172)
2. Public Hearing and Approval of Newt's Expressway Rule 20A Utility Underground District (pp. 173-181)

3. Public Hearing to Receive Input From Specific Property Owners Regarding Implementation of Weed Abatement for 2018 (pp. 182-183)
4. Public Hearing, Waive First Reading and Introduce Ordinance 2018-03, an Ordinance of the City of Winters to Consider Various Zoning Text Amendments to Title 17 (Zoning Ordinance) Regarding Nonconforming Uses, Structures and Lots (pp. 184-188)
5. Public Hearing and Consideration of the Proposed First Amendment to the Amended and Restated Development Agreement and Amended Tentative Subdivision Map for Callahan Estates Subdivision (pp. 189-210)
6. Public Improvement Agreement and Subdivision Final Map Approval for Callahan Estates Phase 1 (pp. 211-257)
    A. Resolution 2018-25, a Resolution of the City Council of the City of Winters to Consent to an Irrevocable Offer of Dedication (IOD) of Right of Way, Public Utility Easement, and Other Lands, for the Callahan Phase 1 Final Map #4508; and
    B. Resolution 2018-26, a Resolution of the City Council of the City of Winters Approving the Public Improvement Agreement with Crowne Communities Winters CA LLC and Approve the Subdivision Final Map #4508
7. Draft Wastewater Treatment Facility Master Plan and Recommended Option (pp. 258-370)
8. 2018 Water and Sewer Rate Increase (pp. 371-384)
9. Proposed 2018 Water & Sewer Revenue Refunding Bonds (Refunding of Series 2007 Water and Sewer Revenue Bonds) (pp. 385-406)
10. Resolution 2018-23, a Resolution of the City Council of the City of Winters Approving the Adoption of the 2018-2019/2019-2020 Budget (pp. 407-415)

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

1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 19, 2018 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the

outside public bulletin board at City Hall, 318 First Street on June 14, 2018, 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

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

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

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

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Winters 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.

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Minutes of the Regular Meeting of the Winters City Council
Held on June 5, 2018

Mayor Wade Cowan called the meeting to order at 6:30 p.m.

Present:	Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu, and Mayor Wade Cowan
Absent:	None
Staff:	City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, City Clerk Nanci Mills, Public Works Superintendent Eric Lucero, Building Official Gene Ashdown, and Management Analyst Tracy Jensen

Sharon Pearce led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested to move Consent Item J, Second Reading and Adoption of Ordinance 2018-02, to the June 19th City Council agenda. Motion by Council Member Neu, second by Council Member Anderson to approve the agenda with this change. Motion carried with the following vote:

AYES:	Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES:	None
ABSENT:	None
ABSTAN:	None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Matthew Keys, Associate Editor of the Winters Express, recognized Julia Millon who passed away in a car accident over Memorial Day weekend. Julia, who wrote with flair and covered the City Council meetings, cannot be replaced and will be missed terribly. Matthew then thanked everyone for their condolences and prayers.

CONSENT CALENDAR

A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 15, 2018
B. Resolution 2018-15, a Resolution of the City Council of the City of Winters, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City-Wide Maintenance Assessment District, Fiscal Year 2018/2019
C. Resolution 2018-16, a Resolution of the City Council of the City of Winters Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2018/2019
D. Resolution 2018-14, a Resolution of the City Council of the City of Winters Declaring Weeds and Rubbish on Certain Lots and Parcels Within the City of Winters to be a Public Nuisance and Ordering the Institution of Proceedings to Abate Said Public Nuisances
E. Street Closure Request Submitted by Andrew & Nancy Pignataro for Tuesday, July 3, 2018
F. Proclamation of the City Council of the City of Winters Proclaiming June 15, 2018, and Henceforth, as World Elder Abuse Awareness Day in the City of Winters
G. BSK Contract Amendment No. 5 – Conservation Easement Monitoring
H. Resolution 2018-18, a Resolution of the City Council of the City of Winters Accepting a Grant Deed for Various Public Utility Easements for the Mariani Parcel Map #5145
I. Resolution 2018-19, a Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIIIB of the California Constitution for Fiscal Year 2018-2019
J. Second Reading and Adoption of Ordinance 2018-02, Adopting Chapter 18.12 of the Winters Municipal Code Providing for Implementation of the Yolo HCP/NCCP, Including Related Procedures and Fees **(Moved to 6/19/18 Agenda)**

City Manager Donlevy gave an overview. Council Members Biasi and Neu and Mayor Cowan all indicated they had a conflict with Item H. City Attorney Walsh said Mayor Cowan has a more direct financial conflict, so he will not participate even with the rule of necessity. Council Members Biasi and Neu both live within 500 feet of the project, so they drew walnuts to see who would participate in order to form a quorum. It was determined that Council Member Neu would stay and Council Member Biasi and Mayor Cowan would not participate in the vote.

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

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: None
ABSTAN: None

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

AYES: Council Members Anderson, Loren, and Neu
NOES: None
ABSENT: None
ABSTAN: Council Member Biasi and Mayor Cowan

PRESENTATIONS: None

DISCUSSION ITEMS: None

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

1. None

CITY MANAGER REPORT: The Parking Committee will meet on June 13th, the Economic Development Committee will meet on July 12th, and Dave Dowswell will contact the Zoning Code Revision Committee this week about scheduling a meeting. The Intern Program kicks off on June 11th, with three interns who will participate in a variety of topics. The League of California Cities is having a briefing for City Managers and anyone interested on June 14th at 1:30 p.m. at City Hall, where the topic will be online sales tax. Met with a full team from Bellevue North and the highlight of their visit was the new playground at City Park. The Planning Commission recently had a good discussion by those on both sides of the food truck issue and it was decided that more research is needed. Another issue, Air BNB's, will also be researched, while the City Attorney's office looks as the transient occupancy basis. Both topics will work their way through the Planning Commission before they come before Council. Recently met with Christine Crawford of LAFCO and Beth Thompson of Dinova Planning to kick around some ideas regarding the general plan re-fresh, not update, and how to stay out of triggering CEQA. More information to come in this week's Friday Update.

ADJOURNMENT: Mayor Cowan adjourned the meeting at 6:55 p.m. in remembrance of Julia Millon and said everyone will miss her and he's sorry she left us at such a young age. Rest in Peace, Julia.

_____
Wade Cowan, MAYOR

ATTEST:

_____
Nanci G. Mills, City Clerk

CITY OF WINTERS
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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: June 19, 2018

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

FROM: Alan Mitchell, City Engineer

SUBJECT: Final Map Approval for Winters Highlands (Stone's Throw) Phase 1 Subdivision

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RECOMMENDATION:

Staff recommends the City Council:

1. Receive the staff report and consider certain clarifications to the implementation of the Development Agreement and Conditions of Approval for Winters Highlands (Stone's Throw) Phase 1 Subdivision; and
2. Adopt Resolution No. 2018-20, to consent to an Irrevocable Offer of Dedication (IOD) of Right of Way and Public Utility Easement for the Winters Highlands (Stone's Throw) Phase 1 Subdivision; and
3. Adopt Resolution No. 2018-21 approving the following:
   a. Approve the Final Map #4507 for Winters Highlands (Stone's Throw) Phase 1 Subdivision; and
   b. Authorize the City Clerk to record the Final Map with the County Recorder.

BACKGROUND:

The Winters Highlands Phase 1 Subdivision project consists of approximately 74 lots on 20 acres, located at the north end of the current Main Street dead-end. In April 2006, the City approved the Winters Highlands Development Agreement, and an Amended and Restated Development Agreement was recorded on April 20, 2015.

The Development Agreement includes Mitigation Measures and Conditions of Approval, which were approved for the project in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. As part of the Conditions of Approval, the Developer is required to fund and construct certain off-site improvements, including an off-site sewer pump station and sewer force main, and a storm drain pump station, to accommodate sewer and drainage flows from the Winters Highlands, Callahan, and

other developments in the area. As stated in Condition of Approval No. 134, the City had the option of requiring Developer to design and construct these improvements at the Developer's expense.

On May 16, 2017, the City Council adopted a Resolution approving the Public Improvement and Maintenance Agreement and the Subdivision Improvement and Maintenance Agreement., allowing the Developer to commence with construction of the improvements.

In June, 2017, the construction began on the improvements.

DISCUSSION:

1. Clarifications to the implementation of the Development Agreement and Conditions of Approval:

As we move forward with approval of the Final Map, staff wants to point out the DA Provisions and Conditions of Approval will be met but minor clarifying changes to the manner in which some of the following provisions and conditions will be implemented (in **bold**). These are a result of changes in site conditions, requirements, or timing of adjacent development moving forward:

COA 60

> **Prior to recordation of the Final Map, a deed restriction shall be recorded against each property that precludes conversion of garage area to livable areas.**

Since the original approval of the Tentative Map for this project, State law has been amended a number of times to facilitate the development of "accessory dwelling units", including converted garages. In order to comply with the changes in state law, the City added Chapter 17.98 to the City's Zoning Code. Chapter 17.98 provided development standards for accessory dwelling units, and as part of those standards declares that "An accessory building or structure, including a garage, may be converted into an accessory dwelling unit, subject to complying with Title 24 of the California Code of Regulations." COA 60 therefore is likely in conflict with changes to State law and the Zoning Code that have been adopted since the condition was originally imposed. Staff is therefore recommending that the condition be waived, and the required deed restriction not be recorded.

Staff is recommending that the Council waive COA 60, which provides that "Prior to recordation of the Final Map, a deed restriction shall be recorded against each property that precludes conversion of garage area to livable areas.

DA Section 4.3 <u>Off-Site Park Improvements</u>

a. **Concurrently with the construction of the improvements for Phase I of the Winters Highlands Subdivision, the Developer shall provide utilities stubbed out to the southeast corner of the twenty-two (22) acre community**

park site located to the north of the Winters Highlands Subdivision park site, in a location selected by the City, provided that such utility stubs shall not extend more than seventy-five feet (75') from the centerline of the adjacent public street.

There are no utilities available to the Sports Park site until Phase 2. The utilities are being extended up through Phase 2 from the south through to the park, therefore staff recommends these utility stubs be deferred to Phase 2.

DA Section 4.10 <u>Walnut Street - Dutton Street- East Street Intersection Corridor.</u>

Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share, as determined by the City Engineer, of the cost for the design and construction of intersection and roadway improvements within the Walnut Street - Dutton Street- East Street intersection corridor, also known as the Grant Avenue Access Project...

The City completed the improvements at this intersection corridor, including the Roundabout and Grant Avenue widening, Walnut Lane Realignment, and East St. closure projects, using federal and state funds and other city funds. Nothing is planned for Dutton. Therefore, staff recommends this item be removed from the requirements.

DA Section 4.9 <u>Pedestrian Circulation and Safety Improvements</u>

Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share, as determined by the City Engineer, of the cost for the construction of pedestrian circulation and safety improvements at the intersection of Grant Avenue and Morgan Street pursuant to the Morgan Street Area Circulation Study, July 1999...

A Roundabout at Morgan and Grant is in the Impact Fee Study, and development fees will be collected as the fair-share contribution.

COA 92a. <u>Valley Oak Drive</u>

Valley Oak Drive shall be extended within the limits of the Winters Highlands Property. The proposed alignment involves location of a portion of the roadway on property owned in fee by PG&E. Applicant shall obtain approval by the Public Utilities Commission (PUC) and shall acquire all necessary easements and rights of way across the PG&E property prior to the first final map approval on the project. It is anticipated that connection to existing Valley Oak Drive will occur with the final phase of the project. However, this connection shall be constructed sooner if required by the City Engineer.

Staff recommends this be deferred to a later Phase that includes the extension of Valley Oak. The City is working with the developer and PG&E on this matter, and it will be completed before the improvements to extend Valley Oak are needed.

COA 92b. Valley Oak Drive

> **Traffic calming measures shall be constructed on Valley Oak Drive. Applicant shall submit a traffic-calming plan prior to approval of first final map for the project.**

Staff recommends this be deferred to a later Phase that includes the extension of Valley Oak.

COA 93. Moody Slough Road

> **For the segment west of West Main Street, Moody Slough Road is proposed as a "Primary Collector". The Applicant shall construct the ultimate cross-section to 93-feet comprised of a 5-foot sidewalk on the south side, 8-foot landscape strips on both sides, 8-foot parking lanes on both sides, 15-16-foot travel lanes on each side, a 12-14-foot median, and a 10-foot Class I bike path with 2-feet of clearance on the north side. To allow for the Ped/Bike pathway to connect to the subdivision, an interim street cross section will not be allowed for this segment of Moody Slough Road.**
>
> **For the segment east of West Main Street, Moody Slough Road is proposed as a "4-Lane Arterial". The ultimate cross-section shall be 126-feet comprised of a 10-foot landscape strip on the south side and 6-foot sidewalk on the south side, 8-foot landscape strips on both sides, 6-foot bike lanes on both sides, two 13-foot travel lanes on each side, a 14-foot median, and a 10-foot Class I bike path with 2-feet of clearance on the north side. An interim cross-section of 81- feet is proposed comprised of a total of 18-feet of landscaping, a 6-foot sidewalk, and a 6-foot bike lane on the south, 33-feet of pavement on the south, and a 13-foot travel lane and 5-foot shoulder on the north.**

Moody Slough was originally master planned as a larger Arterial, with the segment east of W. Main St. actually proposed for 4 lanes with a Center Median. The recent update of the Circulation MP shows Moody Slough as a 2-lane Collector, consistent with Main St. north of Grant. Therefore, City staff proposes to reduce the width to match the W Main St. cross-section. Also, the COA required a 10-foot Cl I bike path along the N Side. We propose one on the South Side, which is where the residents will be. No one knows if, and when the north side of Moody Slough will be developed.

Attached are Exhibits showing what's proposed.

2. Irrevocable Offer of Dedication (IOD)

The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and

abutters' rights, drainage, public utility easements, and other public easements. Such dedications shall be made by deed.

For the Final Map #4507 for Winters Highlands (Stone's Throw) Phase 1 Subdivision, the City is requiring an Irrevocable Offer of Dedication of all Streets and Alleys, Public Utility Easements along all streets, as well as three parcels for extension of a city drainage ditch, a linear park, and a wetlands area. Since construction activities are occurring, it's in the City's best interest to defer the final acceptance of the rights of way and easements until after construction completion. The attached Resolution and IOD Deed establishes the future dedications, which will come back to Council at a later date for acceptance and recording of these property interests.

3. Final Map:

The Developer has furnished the City with the necessary documentation to complete the processing of the Final Map. Staff therefore recommends the City Council approve Resolution No. 2018-21 approving the Final Map #4507 for Winters Highlands (Stone's Throw) Phase 1 Subdivision, and authorizing the City Clerk to record the Final Map with the County Recorder.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The Developer will pay fees, pursuant to the Agreement, Conditions of Approval, and Development Agreement. No City funds impacted.

Attachment: Resolution No. 2018-20
Resolution No. 2018-21
Irrevocable Offer of Dedication
Final Map Exhibit
Moody Slough Road Exhibits

RESOLUTION NO. 2018-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO CONSENT TO AN IRREVOCABLE OFFER OF DEDICATION (IOD) OF RIGHT OF WAY, PUBLIC UTILITY EASEMENT, AND OTHER LANDS FOR THE WINTERS HIGHLANDS PHASE 1 FINAL MAP #4507.

WHEREAS, in order to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights of way and easements from private property owners that create a subdivision; and

WHEREAS, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

WHEREAS, such dedications of land for said purposes shall be made by deed; and

WHEREAS, the City Council on June 19, 2018 approved Final Map #4507; and

WHEREAS, said Map includes various road and alley rights of ways, public utility easements, a parcel for a city drainage ditch, a parcel for a linear park, and a parcel for a wetlands; and

WHEREAS, adoption of this Resolution will consent to the Irrevocable Offer of Dedication for various rights of way, public utility easements, and other lands, for the Winters Highlands Phase 1 Final Map #4507.

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

1. Consent to the Irrevocable Offer of Dedication for various rights of way and public utility easements, for the Winters Highlands Phase 1 Final Map #4507.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on June 19, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Wade Cowan, MAYOR

ATTEST:

_____
Nanci G. Mills, City Clerk

RESOLUTION NO. 2018-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE SUBDIVISION FINAL MAP #4507 OF WINTERS HIGHLANDS PHASE 1, AND AUTHORIZING THE CITY CLERK TO FILE THE FINAL MAP WITH THE COUNTY RECORDER.

WHEREAS, the City of Winters, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City") is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the approval of the Final Map entrance of the City into certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council staff report entitled "Subdivision Final Map Approval for Winters Highlands (Stone's Throw) Phase 1" submitted for City Council consideration at its meeting of June 19, 2018 to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such a date the City Council conducted a dully noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard, and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

a. That the Subdivision Final Map #4507 of Winters Highlands Phase 1 attached hereto as Exhibit B and incorporated herein by this reference (the "Map") is hereby approved.
b. Authorize the recordation of the Map by the City Clerk.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on June 19, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, City Clerk

RECORDING REQUESTED BY:
CITY OF WINTERS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
City Clerk
City of Winters
318 First Street
Winters, CA 95694

DOCUMENT TRANSFER TAX $ _____

_____
Signature of Declarant Determining Tax

IRREVOCABLE OFFER OF DEDICATION – FEE TITLE FOR ROAD RIGHT-OF-WAY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HBT OF WINTERS HIGHLANDS, LLC

DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE STREETS AN IRREVOCABLE OFFER TO DEDICATE TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property (public right-of-way) situate in the County of Yolo, State of California, described as follows to-wit:

SEE EXHIBITS "A" AND "B", FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF

IRREVOCABLE OFFER OF DEDICATION – EASEMENT FOR PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HBT OF WINTERS HIGHLANDS, LLC

DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE UTILITIES A PUBLIC UTILITYIES EASEMENTS IN AND TO THAT PORTION OF THE REAL PROPERTY SITUATE, LYING AND BEING IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, such easement being more particularly described as follows to-wit:

SEE EXHIBITS "A" AND "B", FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF

The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

Grantor Further Grants to Grantee the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.
3. Review and control all signage and other appurtenances on said easement.
4. Review and control all vehicle access across said property.

IRREVOCABLE OFFER OF DEDICATION – FEE TITLE FOR PARCELS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HBT OF WINTERS HIGHLANDS, LLC

DO HEREBY DESIGNATE AND SET-ASIDE FOR WESTERLY EXTENSION OF THE CITY'S DITCH THAT CROSSES VALLEY OAK DRIVE, A LINEAR PARK, AND A WETLANDS, AN IRREVOCABLE OFFER TO DEDICATE TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property (parcels) situate in the County of Yolo, State of California, described as follows to-wit:

SEE EXHIBITS "C", "D", AND "E", FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF

THE DEDICATION OFFERED HEREUNDER SHALL BE COMPLETE UPON ITS WRITTEN ACCEPTANCE BY THE CITY OF WINTERS' CITY MANAGER'S DESIGNEE. UNTIL SUCH NOTICE IS GIVEN BY THE CITY MANAGER'S DESIGNEE, THE UNDERSIGNED, AND THEIR HEIRS, SUCCESSORS OR ASSIGNS AGREE TO ASSUME FULL RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY ON SAID LAND OR ARISING OUT OF ITS USE OR OCCUPANCY BY THEM. IT IS ALSO HEREBY UNDERSTOOD THAT ALL WORK TO BE DONE IN OR UPON THE ABOVE DESCRIBED PROPERTY SHALL BE DONE UNDER PERMIT AND DONE IN ACCORDANCE WITH PLANS TO BE FURNISHED BY THE PRINCIPAL AND APPROVED BY THE CITY MANAGER'S DESIGNEE, AND IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY MANAGER'S DESIGNEE. UPON WRITTEN REQUEST BY THE CITY MANAGER'S DESIGNEE, PRIOR TO HIS OR HER ACCEPTANCE OF THE DEDICATION OFFERED HEREUNDER, THE UNDERSIGNED, THEIR HEIRS, SUCCESSORS, AND ASSIGNS AGREE TO PROVIDE AT NO COST TO THE CITY OF WINTERS A CLTA OWNER'S POLICY OF TITLE INSURANCE INSURING, AT THE CURRENT MARKET VALUE, THE CONVEYANCE TO THE CITY OF WINTERS OF CLEAR TITLE FREE OF ENCUMBRANCES.

Dated this _____ day of _____, 2018 By: _____

Jeff Pemstein, Vice President

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

2159-5
April 12, 2018

EXHIBIT A

LEGAL DESCRIPTION
for
THE CITY OF WINTERS

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Parcels One, Two, Four, and all of Parcel Five as described in Document No. 2015-0010121-00, Yolo County Records, and being more particularly described as follows:

STREET RIGHT-OF-WAY PARCEL:

BEGINNING at a point on the East line of said Parcel One, said point being distant the following three (3) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); 2) South 82°07'22" West 2,714.58 feet to the Northeast corner of said Parcel One; and 3) along the East line of said Parcel One, South 00°13'39" East 63.00 feet; thence, from said POINT OF BEGINNING and leaving said East line, South 89°43'21" West 991.55 feet; thence South 44°48'54" West 28.24 feet; thence South 00°05'32" East 389.71 feet; thence, along a curve to the left, concave Easterly, said curve having a radius of 760.00 feet, through a central angle of 08°13'42", and having an arc distance of 109.15 feet; thence South 08°10'08" East 67.18 feet; thence South 51°58'37" East 48.46 feet to a point on the North line of that Parcel of land described in Document No. 1999-0025340-00, said County Records; thence, along said North line, South 84°12'55" West 31.07 feet to the Northwest corner of said Parcel of land; thence, along the West line of said Parcel of land, South 05°47'05" East 60.00 feet to the Northwest corner of said Parcel Five; thence, along the North line of said Parcel Five, North 84°12'55" East 36.49 feet to the most Easterly corner of said Parcel Five; thence, along the Southeasterly line of said Parcel Five, South 38°01'23" West 50.52 feet to the most Southerly corner of said Parcel Five; thence, along said West line of said Parcel of land as described in said Document No. 1999-0025340-00 the following three (3) courses and distances: 1) South 08°10'08" East 202.69 feet; 2) along a curve to the left concave Northeasterly, said curve having a radius of 467.80 feet,

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521

4/12/18
Date

through a central angle of 39°33'50" and having an arc distance of 323.03 feet; and 3) South 47°43'58" East 73.49 feet to the most Northerly corner of that Parcel of land as described in Document No. 2008-0033093-00, said County Records; thence, along the West line of said Parcel of land being a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 45°34'17" West, said curve having a radius of 540.00 feet, through a central angle of 19°13'22", and having an arc distance of 181.17 feet to the Southwest corner of said Parcel of land; thence, along the South line of said Parcel One and Parcel Four, North 89°58'26" West 90.22 feet to an angle point in the South line of said Parcel Four; thence, leaving said South line being a non-tangent curve to the left concave Southwesterly, the radial line of said curve bears South 59°59'53" West, said curve having a radius of 460.00 feet, through a central angle of 20°18'42", and having an arc distance of 163.08 feet; thence, along a curve to the right concave Northeasterly, said curve having a radius of 540.00 feet, through a central angle of 42°08'41", and having an arc distance of 397.20; thence North 08°10'08" West 200.86 feet; thence North 53°10'08" West 49.50 feet; thence South 81°49'52" West 481.00 feet; thence South 83°47'54" West 51.64 feet to a point hereinafter called POINT "A"; thence North 10°26'18" West 76.51 feet; thence North 39°11'00" East 29.42 feet; thence North 08°10'08" West 68.96 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 1,389.00 feet, through a central angle 07°43'53", and having an arc distance of 187.43 feet; thence North 89°54'28" East 66.00 feet; thence, along a non-tangent curve to the left concave Easterly, the radial line of said curve bears North 89°32'43" East, said curve having a radius of 1,323.00 feet, through a central angle of 07°42'51", and having an arc distance of 178.13 feet; thence South 08°10'08" East 71.11 feet; thence South 53°10'08" East 28.28 feet; thence North 81°49'52" East 428.00 feet; thence North 36°49'52" East 49.50 feet; thence North 08°10'08" West 56.11 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 840.00 feet, through a central angle of 08°13'16", and having an arc distance of 120.53 feet; thence North 00°05'32" West 409.22 feet; thence North 45°11'06" West 28.33 feet; thence South 89°43'21" West 75.41 feet; thence South 10°06'21" West 25.54 feet; thence South 00°05'32" East 405.97 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 940.00 feet, through a central angle of 08°04'36", and having an arc distance of 132.51 feet; thence South 08°10'08" East 67.97 feet; thence South 18°22'23" East 23.49 feet to a point on the line hereinabove described as North 81°49'52" East 428.00 feet; thence, along said line, South 81°49'52" West 34.32 feet; thence, leaving said line, North 02°02'06" East 23.49 feet; thence

North 08°10'08" West 67.97 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 966.00 feet, through a central angle of 08°04'36", and having an arc distance of 136.17 feet; thence North 00°05'32" West 405.90 feet; thence North 10°18'07" West 25.50 feet; thence South 89°43'21" West 75.54 feet; thence South 44°48'54" West 28.24 feet; thence South 00°05'32" East 408.35 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 1,066.00 feet, through a central angle of 08°12'17", and having an arc distance of 152.65 feet; thence South 08°10'08" East 71.11 feet; thence South 53°10'08" East 28.28 feet to a point on the line hereinabove described as North 81°49'52" East 428.00 feet; thence, along said line, South 81°49'52" West 97.00 feet; thence, leaving said line, North 36°49'52" East 28.28 feet; thence North 08°10'08" West 71.11 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 1,123.00 feet, through a central angle 08°12'05", and having an arc distance of 160.75 feet; thence North 00°05'32" West 407.98 feet; thence North 45°11'06" West 28.33 feet; thence South 89°43'21" West 1,256.93 feet to a point on the West line of said Parcel Two; thence, along said West line, North 00°05'32" West 23.00 feet to the South line of Moody Slough Road as described in Book 1 of Road Deeds at Page 102; thence, along said South line North 89°43'21" East 2,651.38 feet to a point on said East line of said Parcel One; thence, along said East line South 00°13'39" East 43.00 feet to the POINT OF BEGINNING.

Containing 7.433 acres of land, more or less.

TOGETHER with that certain Parcel of land, being a portion of Parcels One, Two, and Four as described in Document No. 2015-0010121-00, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "A" hereinabove described; thence, from said POINT OF BEGINNING, South 51°10'39" East 27.28 feet; thence South 08°10'08" East 217.68 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 1,089.00 feet, through a central angle of 07°16'28", and having an arc distance of 138.26 feet; thence South 15°26'37" East 103.42 feet; thence, along a curve to the right concave Westerly, said curve having a radius of 355.50 feet, through a central angle of 15°28'10", and having an arc distance of 95.98 feet; thence South 00°01'34" West 6.19 feet; thence South 44°52'10" West 28.21 feet; thence South 00°01'53" West 57.00 feet; thence South 45°17'03" East 28.30 feet; thence South 00°14'34" East

735.96 feet; thence, along a curve to the right concave Westerly, said curve having a radius of 467.00 feet, through a central angle of 12°46'41", and having an arc distance of 104.15 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 533.00 feet, through a central angle of 12°46'41" and having an arc distance of 118.87 feet; thence South 00°14'34" East 1.25 feet; thence South 44°53'29" West 28.35 feet; thence South 00°01'33" West 57.00 feet; thence South 89°58'27" East 41.43 feet; thence South 00°01'33" West 2.00 feet; thence, along a non-tangent curve to the right concave Southerly, the radial line of said curve bears South 00°01'33" West, said curve having a radius of 48.00 feet, through a central angle of 30°12'48" and having an arc distance of 25.31 feet; thence, along a curve to the left, concave Northerly, said curve having a radius of 22.00 feet, through a central angle of 30°29'39" and having an arc distance of 11.71 feet; thence North 89°49'58" East 1.41 feet to the South line of said Parcel Two; thence, along said South line and the South line of said Parcel Four the following five (5) courses and distances: 1) North 00°14'34" West 1,095.52 feet; 2) South 89°58'26" East 471.50 feet; 3) North 24°01'00" West 28.50 feet; 4) along an arc of a non-tangent curve to the left concave Northwesterly, the radial line of said curve bears North 24°01'00" West, said curve having a radius of 300.00 feet, through a central angle of 18°34'33", and having an arc distance of 97.26 feet; and 5) South 40°06'32" East 53.69 feet; thence, leaving said South line, North 29°59'11" West 25.78 feet; thence along a non-tangent curve to the left concave Northwesterly, the radial line of said curve bears North 43°10'04" West , said curve having a radius of 328.50 feet, through a central angle of 03°28'50", and having an arc distance of 19.96 feet; thence North 43°21'06" East 54.16 feet; thence North 87°20'49" East 27.78 feet to the curve hereinabove described as having a radius of 460.00 feet, through a central angle of 20°18'42", and having an arc distance of 163.07 feet; thence, along said curve, being a non-tangent curve to the left concave Southwesterly, the radial line of said curve bears South 41°20'33" West, said curve having a radius of 460.00 feet, through a central angle of 01°39'22", and having an arc distance of 13.30 feet to the beginning of a curve hereinabove described as having a radius of 540.00 feet, through a central angle of 42°08'40", and having an arc distance of 397.20; thence, along said curve to the right concave Northeasterly, said curve having a radius of 540.00 feet, through a central angle of 08°38'01", and having an arc distance of 81.37 feet; thence, leaving said curve, South 00°50'09" West 27.03 feet; thence South 43°21'06" West 54.49 feet; thence, along a curve to the right concave Northwesterly, said curve having a radius of 271.50 feet, through a central angle of 04°44'03", and having an arc distance of 22.43 feet;

thence North 53°00'10" West 25.69 feet; thence, along a non-tangent curve to the right concave Northeasterly, the radial line of said curve bears North 48°16'39" East, said curve having a radius of 640.00 feet, through a central angle of 33°33'13", and having an arc distance of 374.80 feet; thence North 08°10'08" West 210.74 feet; thence North 02°02'06" East 25.52 feet to the line hereinabove described as South 81°49'52" West 481.00 feet; thence, along said line, South 81°49'52" West 35.04 feet; thence, leaving said line, South 18°22'23" East 25.52 feet; thence South 08°10'08" East 210.74 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 666.00 feet, through a central angle of 33°24'55", and having an arc distance of 388.42 feet; thence South 32°17'38" East 24.97 feet; thence, along a non-tangent curve to the right, the radial line of said curve bears North 34°29'05" West, said curve having a radius of 271.50 feet, through a central angle of 34°30'39", and having an arc distance of 163.53 feet; thence North 89°58'26" West 27.66 feet; thence North 44°58'26" West 28.28 feet; thence North 00°01'34" East 6.18 feet; thence, along a curve to the left concave Westerly, said curve having a radius of 678.50 feet, through a central angle of 15°28'10", and having an arc distance of 183.19 feet; thence North 15°26'37" West 103.42 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 766.00 feet, through a central angle of 07°16'28" and having an arc distance of 97.25 feet; thence North 08°10'08" West 215.86 feet; thence North 36°49'52" East 28.28 feet to a point on the line hereinabove described as South 81°49'52" West 481.00 feet; thence, along said line, South 81°49'52" West 97.00 feet; thence, leaving said line, South 53°10'08" East 28.28 feet; thence South 08°10'08" East 215.86 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 823.00 feet, through a central angle of 07°16'28", and having an arc distance of 104.49 feet; thence South 15°26'37" East 103.42 feet; thence, along a curve to the right concave Westerly, said curve having a radius of 621.50 feet, through the central angle of 15°28'10", and having an arc distance of 167.80 feet; thence South 00°01'34" West 6.18 feet; thence South 45°01'34" West 28.28 feet; thence North 89°58'26" West 160.00 feet; thence North 44°58'26" West 28.28 feet; thence North 00°01'34" East 6.18 feet; thence, along a curve to the left concave Westerly, said curve having a radius of 421.50 feet, through a central angle of 15°28'10", and having an arc distance of 113.80 feet; thence North 15°26'37" West 103.42 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 1,023.00 feet, through a central angle of 07°16'28", and having an arc distance of 129.88 feet; thence North 08°10'08" West 215.86 feet; thence North 36°49'52" East 28.28 feet to a point on the line hereinabove described as South 81°49'52" West 481.00 feet;

thence, along said line, South 81°49'52" West 53.00 feet to said Point "A" the POINT OF BEGINNING.

Containing 3.720 acres of land, more or less.

Total resultant area 11.153 acres of land, more or less.

TOGETHER with a Public Utilities Easements, 10.00 feet in width, lying parallel and adjacent to West Main Street, South side of Moody Slough Road, L Street, Easterly side of Taylor Street, and the Northerly side of Chapman Street, as described and designated on Exhibit B, attached hereto.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JA2151) and "T 1069"(PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2011.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2011.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of .99995394.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.

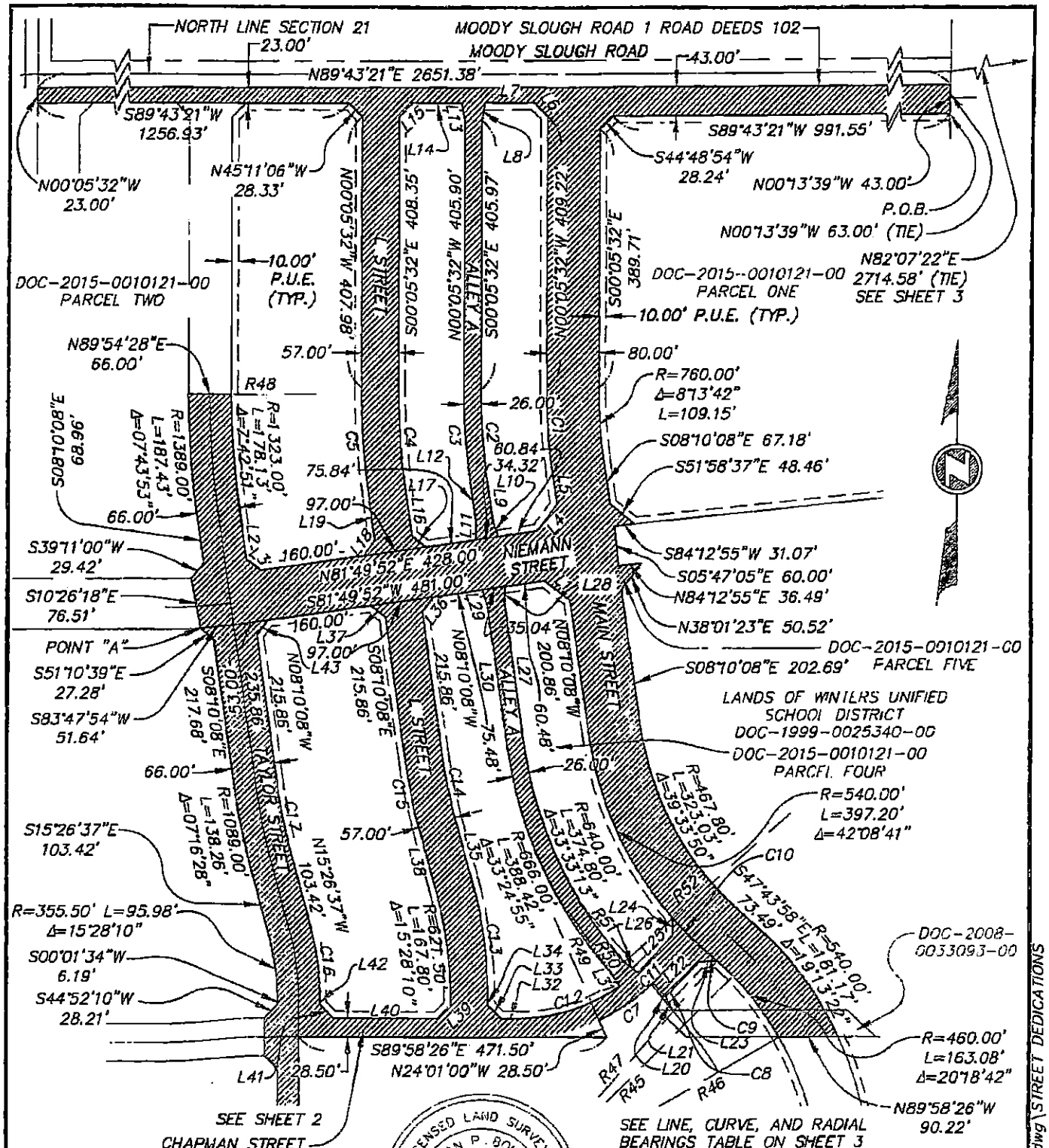

EXHIBIT B
CITY OF WINTERS

LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA

AREA OF EASEMENT
11.153 ACRES±

SHEET 1 OF 4 APRIL 12, 2018

LM LAUGENOUR AND MEIKLE
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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

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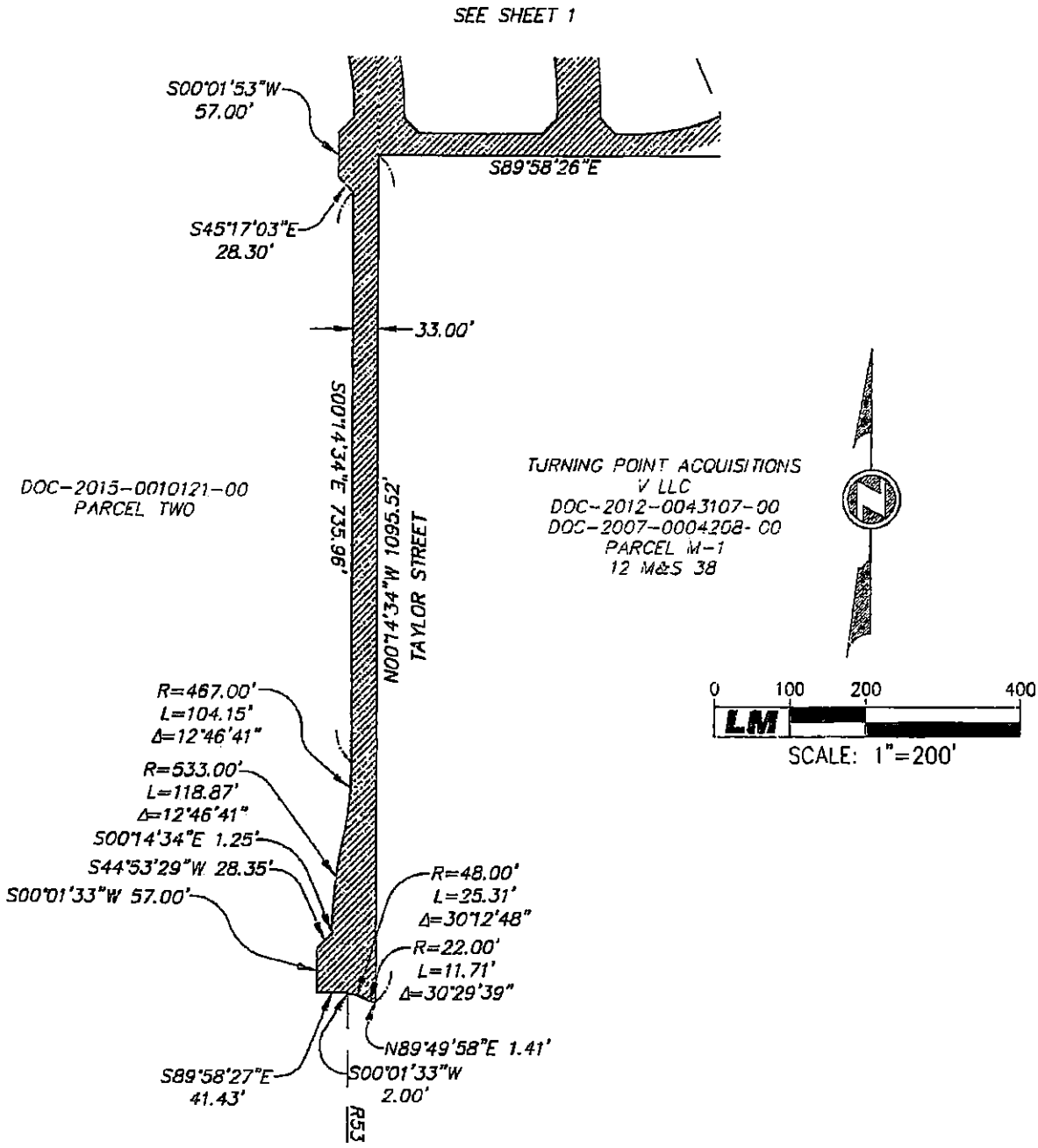

EXHIBIT B
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 2 OF 4 APRIL 12, 2018

LM LAUGENOUR AND MEIKLE
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LINE TABLE		
LINE	BEARING	LENGTH
L1	N53°10'08"W	49.50'
L2	S08°10'08"E	71.11'
L3	S53°10'08"E	28.28'
L4	N36°49'52"E	49.50'
L5	N08°10'08"W	56.11'
L6	N45°11'06"W	28.33'
L7	S89°43'21"W	75.41'
L8	S10°06'21"W	25.54'
L9	S08°10'08"E	67.97'
L10	S18°22'23"E	23.49'
L11	N02°02'06"E	23.49'
L12	N08°10'08"W	67.97'
L13	N10°18'07"W	25.50'
L14	S89°43'21"W	75.54'
L15	S44°48'54"W	28.24'
L16	S08°10'08"E	71.11'
L17	S53°10'08"E	28.28'
L18	N36°49'52"E	28.28'
L19	N08°10'08"W	71.11'
L20	S40°06'32"E	53.69'
L21	N29°59'11"W	25.78'
L22	N43°21'06"E	54.16'
L23	N87°20'49"E	27.78'
L24	S00°50'09"W	27.03'
L25	S43°21'06"W	54.49'
L26	N53°00'10"W	25.69'
L27	N08°10'08"W	210.74'
L28	N02°02'06"E	25.52'
L29	S18°22'23"E	25.52'
L30	S08°10'08"E	210.74'
L31	S32°17'38"E	24.97'
L32	N89°58'26"W	27.56'
L33	N44°58'26"W	28.28'
L34	N00°01'34"E	6.18'
L35	N15°26'37"W	103.42'
L36	N36°49'52"E	28.28'
L37	S53°10'08"E	28.28'
L38	S15°26'37"E	103.42'
L39	S45°01'34"W	28.28'
L40	N89°58'26"W	160.00'
L41	N44°58'26"W	28.28'
L42	N00°01'34"E	6.18'
L43	N36°49'52"E	28.28'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	840.00'	120.53'	8°13'16"
C2	940.00'	132.51'	8°04'36"
C3	966.00'	136.17'	8°04'36"
C4	1066.00'	152.65'	8°12'17"
C5	1123.00'	160.75'	8°12'05"
C7	300.00'	97.26'	18°34'33"
C8	328.50'	19.96'	3°28'50"
C9	460.00'	13.30'	1°39'22"
C10	540.00'	81.37'	8°38'01"
C11	271.50'	22.43'	4°44'03"
C12	271.50'	163.53'	34°30'39"
C13	678.50'	183.19'	15°28'10"
C14	766.00'	97.25'	7°16'25"
C15	823.00'	104.49'	7°16'28"
C16	421.50'	113.80'	15°28'10"
C17	1023.00'	129.88'	7°16'28"

RADIAL LINE TABLE	
LINE	BEARING
R45	S45°34'17"W
R46	S59°59'53"W
R47	S41°20'33"W
R48	N89°32'43"E
R49	N24°01'00"W
R50	N34°29'05"W
R51	N43°10'04"W
R52	N48°16'39"E
R53	S00°01'33"W

EXHIBIT B
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 3 OF 4 APRIL 12, 2018

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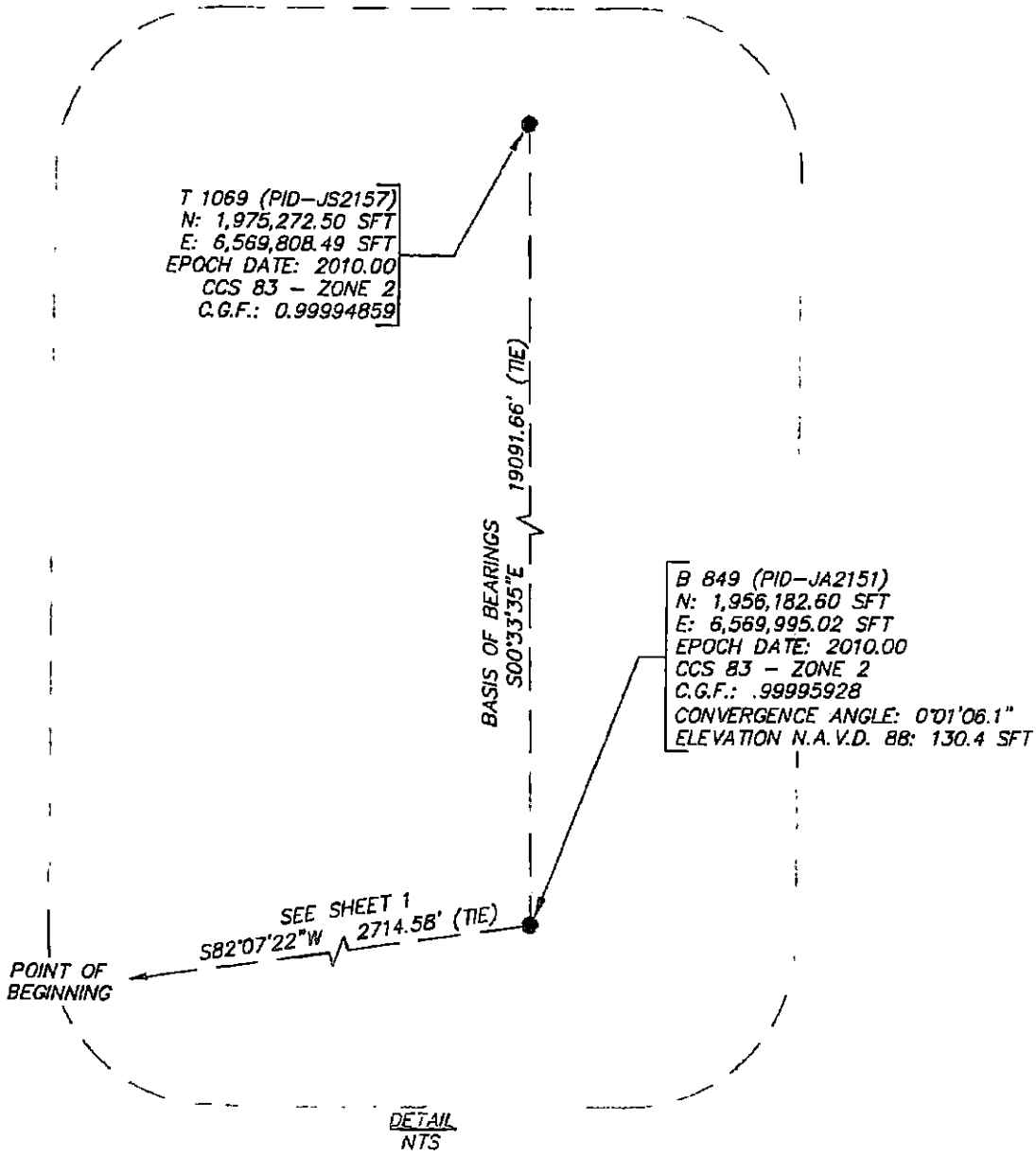

DETAIL
NTS

EXHIBIT B
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 4 OF 4 APRIL 12, 2018

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LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

2159-5
June 13, 2018

EXHIBIT C

LEGAL DESCRIPTION
for
THE CITY OF WINTERS

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Parcels One, and Two, as described in Document No. 2015-0010121-00, Yolo County Records, and being more particularly described as follows:

LOT A:

BEGINNING at a point distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); and 2) South 84°06'09" West 4,105.11 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, South 45°11'06" East 28.33; thence South 00°05'32" East 407.98 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 1,123.00 feet, through a central angle of 00°30'013", and having an arc distance of 9.87 feet; thence South 89°38'14" West 200.00 feet; thence, along a non-tangent curve to the right concave Easterly, the radial line of said curve bears North 89°32'43"East, said curve having a radius of 1,323.00 feet, through a central angle of 00°28'39", and having an arc distance of 11.03 feet; thence North 00°05'32" West 407.25 feet; thence North 44°48'54" East 28.24 feet; thence North 89°43'21" East 160.00 feet to the POINT OF BEGINNING.

Containing 2.002 acres of land, more or less.

TOGETHER with a Public Utilities Easements, 10.00 feet in width, lying parallel and adjacent to the North, South, East, and West lines of Lot A, as described and designated as PUE on Exhibit B, attached hereto.

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521

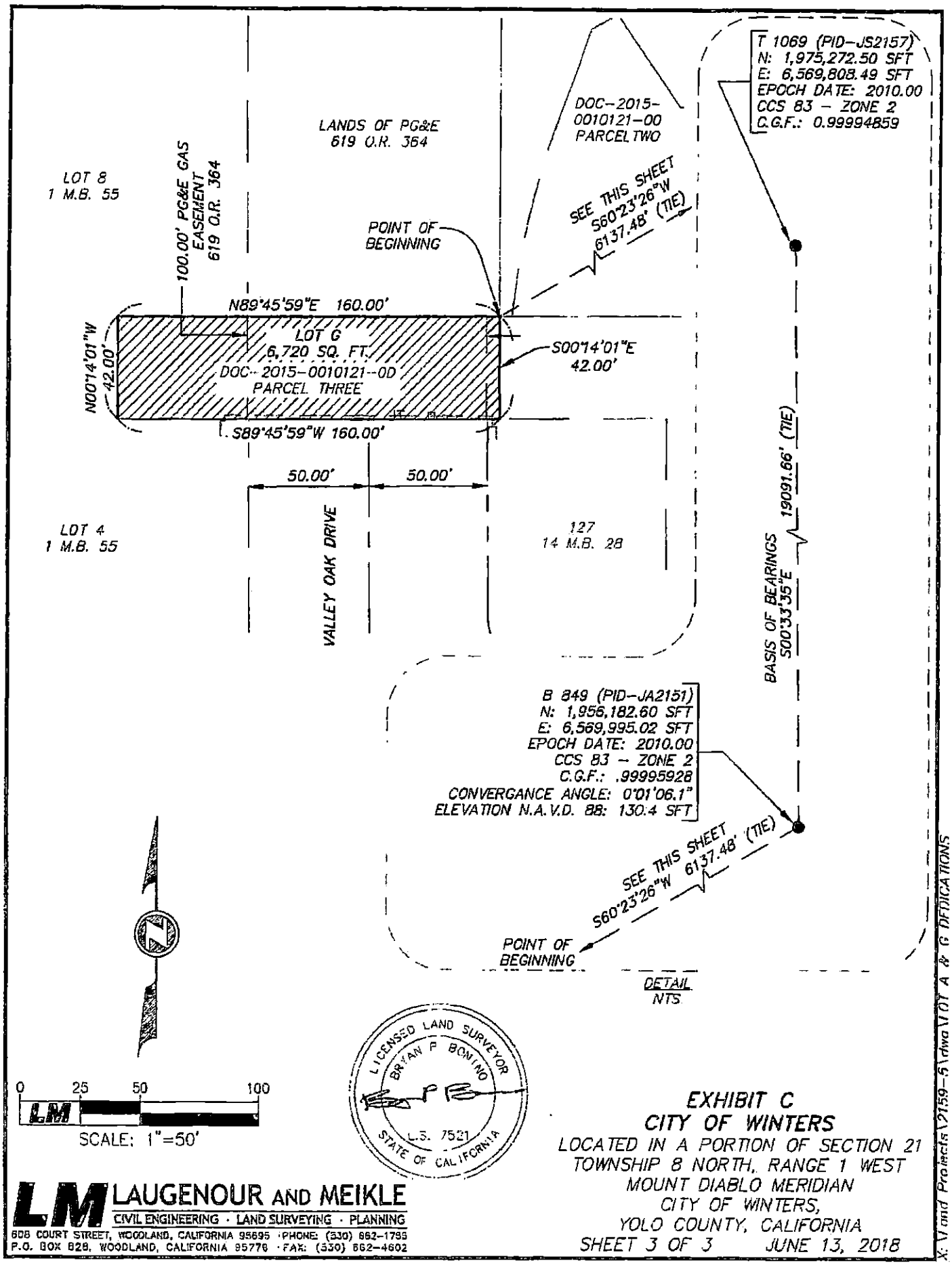
6/13/18
Date

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JA2151) and "T 1069"(PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2011.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2011.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of .99995394.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.


T 1069 (PID-JS2157)
N: 1,975,272.50 SFT
E: 6,569,808.49 SFT
EPOCH DATE: 2010.00
CCS 83 - ZONE 2
C.G.F.: 0.99994859
DOC-2015-0010121-00 PARCEL TWO
LANDS OF PG&E 619 O.R. 364
LOT 8 1 M.B. 55
100.00' PG&E GAS EASEMENT 619 O.R. 364
SEE THIS SHEET S60°23'26"W 6137.48' (TIE)
POINT OF BEGINNING
N89°45'59"E 160.00'
LOT G 6,720 SQ. FT. DOC-2015-0010121-00 PARCEL THREE
N00°14'01"W 42.00'
S00°14'01"E 42.00'
S89°45'59"W 160.00'
50.00'
50.00'
LOT 4 1 M.B. 55
VALLEY OAK DRIVE
127 14 M.B. 28
BASIS OF BEARINGS S00°33'35"E
19091.66' (TIE)
B 849 (PID-JA2151)
N: 1,956,182.60 SFT
E: 6,569,995.02 SFT
EPOCH DATE: 2010.00
CCS 83 - ZONE 2
C.G.F.: .99995928
CONVERGANCE ANGLE: 0°01'06.1"
ELEVATION N.A.V.D. 88: 130.4 SFT
SEE THIS SHEET S60°23'26"W 6137.48' (TIE)
POINT OF BEGINNING
DETAIL NTS
0 25 50 100
SCALE: 1"=50'
LICENSED LAND SURVEYOR
BRYAN P BONINO
L.S. 7521
STATE OF CALIFORNIA
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
EXHIBIT C
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 3 OF 3 JUNE 13, 2018
X:\Land Projects\2159-5\dwg\LOT A & G DEDICATIONS

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

2159-5
June 13, 2018

EXHIBIT D

LEGAL DESCRIPTION
for
THE CITY OF WINTERS

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being all of Parcel Three, as described in Document No. 2015-0010121-00, Yolo County Records, and being more particularly described as follows:

LOT G:

BEGINNING at the Northeast corner of said Parcel Three, said point distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); and 2) South 60°23'26" West 6,137.48 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and along the East line of said Parcel Three, South 00°14'01" East 42.00 feet to the Southeast corner of said Parcel Three; thence, along the South line of said Parcel Three, South 89°45'59" West 160.00 feet to the Southwest corner of said Parcel 3; thence, along the West line of said Parcel Three, North 00°14'01" West 42.00 feet to the Northwest corner of said Parcel Three; thence, along the North line of said Parcel Three, North 89°45'59" East 160.00 feet to the POINT OF BEGINNING.

Containing 6,720 Square Feet of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JA2151) and "T 1069"(PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2011.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2011.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521

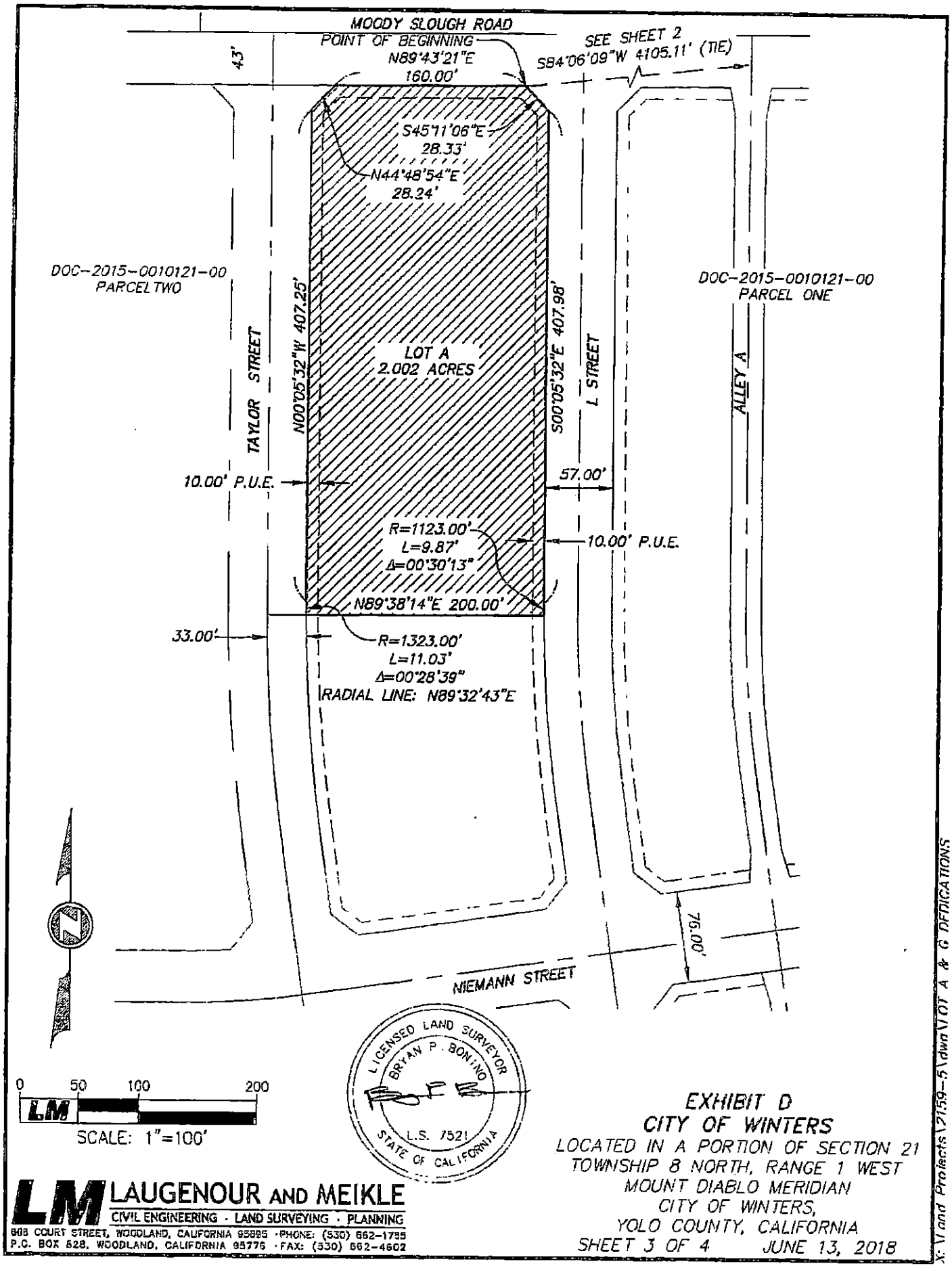
6/13/18
Date

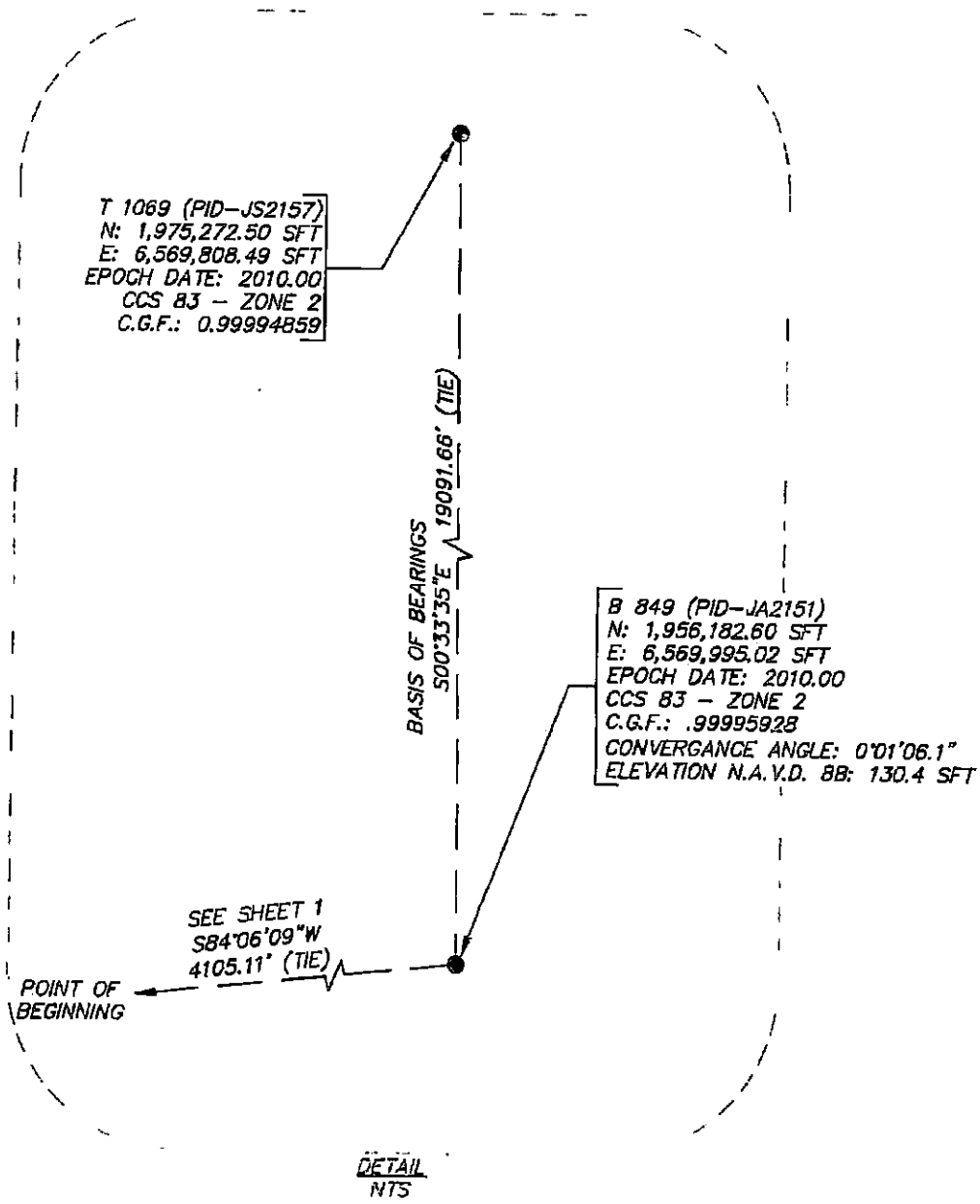
LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of .99995394.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.


MOODY SLOUGH ROAD
POINT OF BEGINNING
N89°43'21"E
160.00'
SEE SHEET 2
S84°06'09"W 4105.11' (TIE)
43'
S45°11'06"E
28.33'
N44°48'54"E
28.24'
DOC-2015-0010121-00
PARCEL TWO
DOC-2015-0010121-00
PARCEL ONE
TAYLOR STREET
N00°05'32"W 407.25'
LOT A
2.002 ACRES
S00°05'32"E 407.98'
L STREET
ALLEY A
10.00' P.U.E.
57.00'
R=1123.00'
L=9.87'
Δ=00°30'13"
10.00' P.U.E.
N89°38'14"E 200.00'
33.00'
R=1323.00'
L=11.03'
Δ=00°28'39"
RADIAL LINE: N89°32'43"E
76.00'
NIEMANN STREET
0 50 100 200
SCALE: 1"=100'
LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
EXHIBIT D
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 3 OF 4 JUNE 13, 2018
X:\Land Projects\2159-5\dwg\LOT A & G DEDICATIONS



DETAIL
NTS

EXHIBIT D
CITY OF WINTERS

LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 4 OF 4 JUNE 13, 2018

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 628, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4802

X:\Land Projects\2159-5\dwg\DT A & G DEDICATIONS

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

2159-5
June 13, 2018

EXHIBIT E

LEGAL DESCRIPTION
for
WETLAND PRESERVE

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Parcel One as described in DOC-2015-0010121-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at a point on the East line of said Parcel One, said point being distant South 00°13'39" East 63.00 feet from the Northeast corner of said Parcel One; thence, along said East line, South 00°13'39" East 556.66 feet to the Northeast corner of that parcel of land described in Deeds to the City of Winters, recorded January 25, 1990, in Book 2091, Pages 446 and 450, of Official Records; thence, along the North lines of said parcel of land and that parcel of land granted to Winters Joint Unified School District, recorded as DOC-1999-0025340-00, Official County Records, the following three (3) courses: (1) South 89°48'22" West 316.41 feet; (2) along a tangent curve to the left having a radius bearing South 00°11'38" East 630.00 feet, a central angle of 05°35'27", and an arc length of 61.47 feet; and (3) South 84°12'55" West 190.78 feet; thence, leaving said North line, North 05°47'06" West 43.01 feet; thence along a tangent curve to the left having a radius bearing South 84°12'54" West 718.00 feet, a central angle of 04°22'26", and an arc length of 54.81 feet to a point of reverse curvature; thence, along a curve to the right having a radius bearing North 79°50'27" East 480.00 feet, a central angle of 10°04'01", and an arc length of 84.34 feet; thence North 00°05'32" West 61.79 feet; thence, along a tangent curve to the right having a radius bearing North 89°54'28" East 480.00 feet, a central angle of 08°24'03", and an arc length of 70.38 feet to a point of reverse curvature; thence, along a curve to the left having a radius bearing North 81°41'29" West 918.00 feet, a central angle of 08°24'03", and an arc length of 134.60 feet; thence North 00°05'32" West 130.39 feet; thence North 89°43'21" East 570.54 feet to the POINT OF BEGINNING.

Containing 7.429 acres of land, more or less.

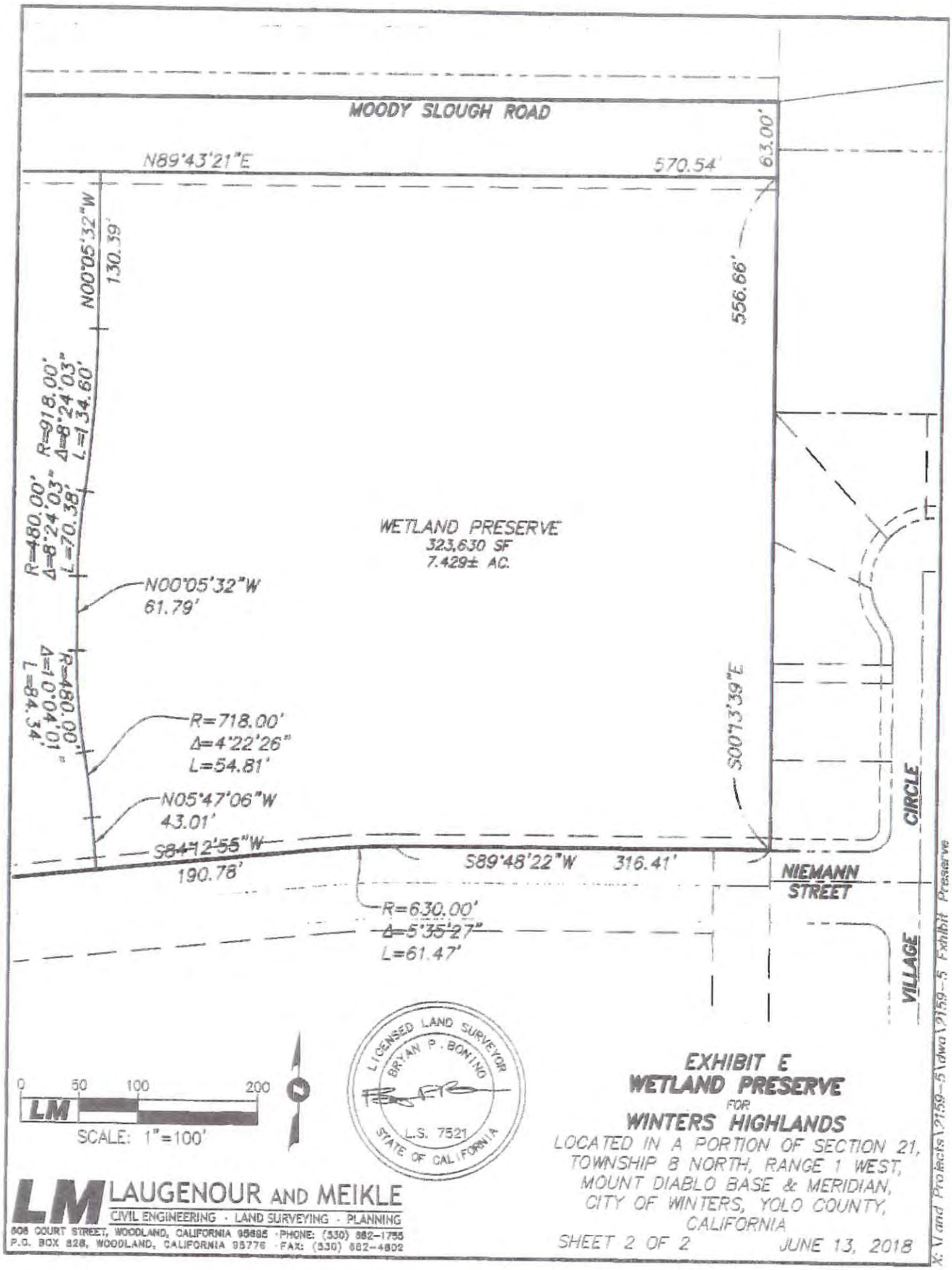
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521

6/13/18
Date


MOODY SLOUGH ROAD
N89°43'21"E
570.54'
63.00'
N00°05'32"W
130.39'
556.66'
R=918.00'
Δ=8°24'03"
L=134.60'
R=480.00'
Δ=8°24'03"
L=70.38'
WETLAND PRESERVE
323,630 SF
7.429± AC.
N00°05'32"W
61.79'
R=480.00'
Δ=10°04'01"
L=84.34'
R=718.00'
Δ=4°22'26"
L=54.81'
N05°47'06"W
43.01'
S84°12'55"W
190.78'
S00°13'39"E
S89°48'22"W
316.41'
NIEMANN
STREET
CIRCLE
VILLAGE
R=630.00'
Δ=5°35'27"
L=61.47'
0
50
100
200
SCALE: 1"=100'
LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
508 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4802
EXHIBIT E
WETLAND PRESERVE
FOR
WINTERS HIGHLANDS
LOCATED IN A PORTION OF SECTION 21,
TOWNSHIP 8 NORTH, RANGE 1 WEST,
MOUNT DIABLO BASE & MERIDIAN,
CITY OF WINTERS, YOLO COUNTY,
CALIFORNIA
SHEET 2 OF 2
JUNE 13, 2018
X:\Land Projects\2159-5\dwg\2159-5 Exhibit Preserve

OWNER'S STATEMENT

THE UNDERSIGNED BEING THE ONLY PARTIES HAVING RECORD TITLE INTEREST IN ALL THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION MAP, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP NO. 4507.

THE SAME UNDERSIGNED, ALSO HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF WINTERS:

1. PUBLIC ROADS DESIGNATED "MAIN STREET," "HYATT STREET," "TAYLOR ROAD," "NEUMANN STREET," "WOODY SLOUGH ROAD," "CHAPMAN STREET," "ALLEY A," AND "I.O.D."
2. [redacted]
3. LOT A FOR AFFORDABLE APARTMENT SITE.
4. LOT G FOR DRAINAGE PURPOSES.
5. LOT Y FOR OPEN SPACE PURPOSES.
6. LOT Z FOR OPEN SPACE AND WETLANDS PRESERVE PURPOSES.

NBT OF WINTERS HIGHLANDS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY:

BY: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

BY: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED _____

[redacted]

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:

SIGNATURE _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED _____

[redacted]

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:

SIGNATURE _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

[redacted]

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS' RESOLUTION NO. 89-168, I DO HEREBY STATE ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED HIS NAME TO BE SUBSCRIBED ON THIS _____ DAY OF _____, 2018.

HOWARD NEWENS
COUNTY TAX COLLECTOR
YOLO COUNTY, CALIFORNIA

BY: _____
DEPUTY

DEDICATION NOTES:

1. PUBLIC ROADS DESIGNATED "TAYLOR STREET," "NEUMANN STREET," "I. STREET," "ALLEY A," AND "MAIN STREET" WITHIN PROJECT BOUNDARY WILL BE DEDICATED TO THE CITY OF WINTERS UPON ACCEPTANCE OF THE I.O.R.
2. LOT A & G HAS WILL BE DEDICATED TO THE CITY OF WINTERS UPON ACCEPTANCE OF THE I.O.R.

DEDICATION STATEMENT

SUBDIVIDER NAME: NBT OF WINTERS HIGHLANDS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY
11080 WHITE ROCK ROAD
SUITE 150
RANCHO CORDOVA, CA 95670

DEDICATION DESCRIPTION: I.O.D. ON LOT B, I.O.D ON LOT C, I.O.D ON LOT D, AND I.O.D ON LOT E.

[redacted]

DATE: _____

ALAN L. MITCHELL, P.E.
R.C.E. 52598
CITY ENGINEER
CITY OF WINTERS

[redacted]

DATE: _____

NANCI G. MILLS
CITY CLERK
CITY OF WINTERS

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: _____

JOHN DONLEVY
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF WINTERS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NBT OF WINTERS HIGHLANDS LLC ON JULY 23, 2015. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN SUCH POSITION ON OR WITHIN ONE YEAR FROM THE FILING OF THIS MAP, AND SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRYAN P. BONINO

DATE: _____

LICENSED LAND SURVEYOR BRYAN P. BONINO L.S. 7631 STATE OF CALIFORNIA

[redacted]

DATE: _____

CHRISTINE M. JOHNSON, LS 6598

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M., IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF LAUGENOUR AND MEIKLE.

JESSE SALINAS
COUNTY CLERK-RECORDER
YOLO COUNTY, CALIFORNIA

BY: _____
DEPUTY

FINAL MAP
OF
SUBDIVISION NO. 4507
WINTERS HIGHLANDS PHASE I
LOCATED IN A PORTION OF SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 662-1700
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - WEB: www.lm-inc.net

MAY 29, 2018

SHEET 1 of 7

TRUSTEE'S STATEMENT:

TRUSTEE UNDER THE CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS RECORDED OCTOBER 20, 2017, AS INSTRUMENT NO. 2017-0027686, OFFICIAL RECORDS OF YOLO COUNTY, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP FOR RECORD.

BY: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED _____

_____

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:

SIGNATURE _____

_____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

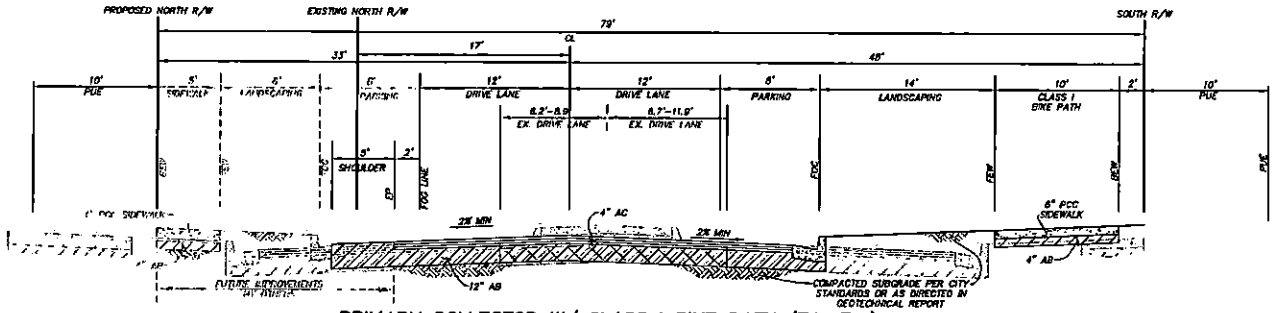
COMMISSION # OF NOTARY: _____

FINAL MAP
OF
SUBDIVISION NO. 4507
WINTERS HIGHLANDS PHASE I
LOCATED IN A PORTION OF SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

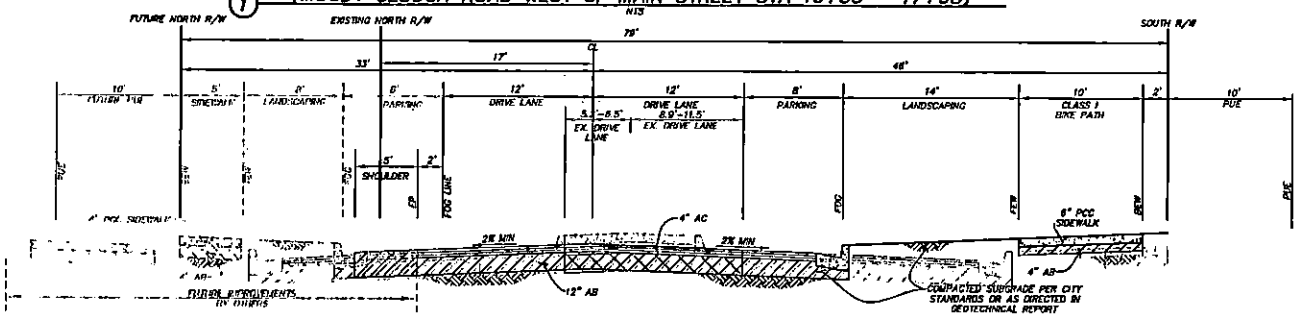
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
[illegible] COURT STREET, WOODLAND, CALIFORNIA [illegible] - PHONE: (530) [illegible]
P.O. BOX [illegible], WOODLAND, CALIFORNIA [illegible] - WEB: [illegible]

MAY 26, 2018

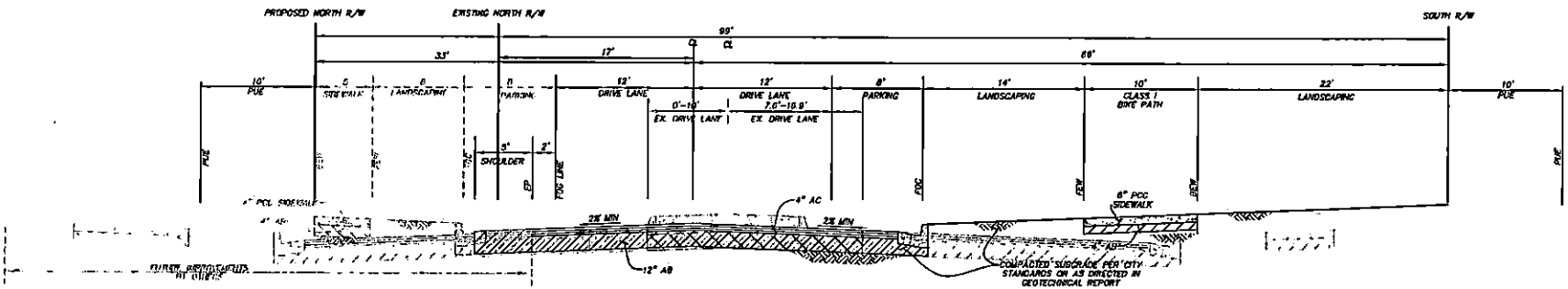
SHEET 2 of 7



PRIMARY COLLECTOR W/ CLASS I BIKE PATH (T.I.=7.0)
(1) (MOODY SLOUGH ROAD WEST OF MAIN STREET STA 10+53 – 17+98)
NTS



PRIMARY COLLECTOR W/CLASS I BIKE PATH (T.I.=7.0)
(2) (MOODY SLOUGH ROAD WEST OF MAIN STREET STA. 17+98 – 25+62)
NTS



PRIMARY COLLECTOR W/CLASS I BIKE PATH (T.I.=7.0)
(3) (MOODY SLOUGH ROAD EAST OF MAIN STREET) (STA. 25+62 – 36+19)
NTS

0 30 60 120
SCALE: 1"=60'

MOODY SLOUGH
SECTION CHANGE TO MATCH
MAIN STREET SECTION
FOR
WINTERS HIGHLANDS PHASE 1

04-18-17

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

X:\Land Projects\2159-J-1\dwg\2159-J-1 Cross Sections.dwg

CITY OF
WINTERS
california
Est. 1875

STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: June 19, 2018

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

FROM: Eric Lucero, Public Works Superintendent

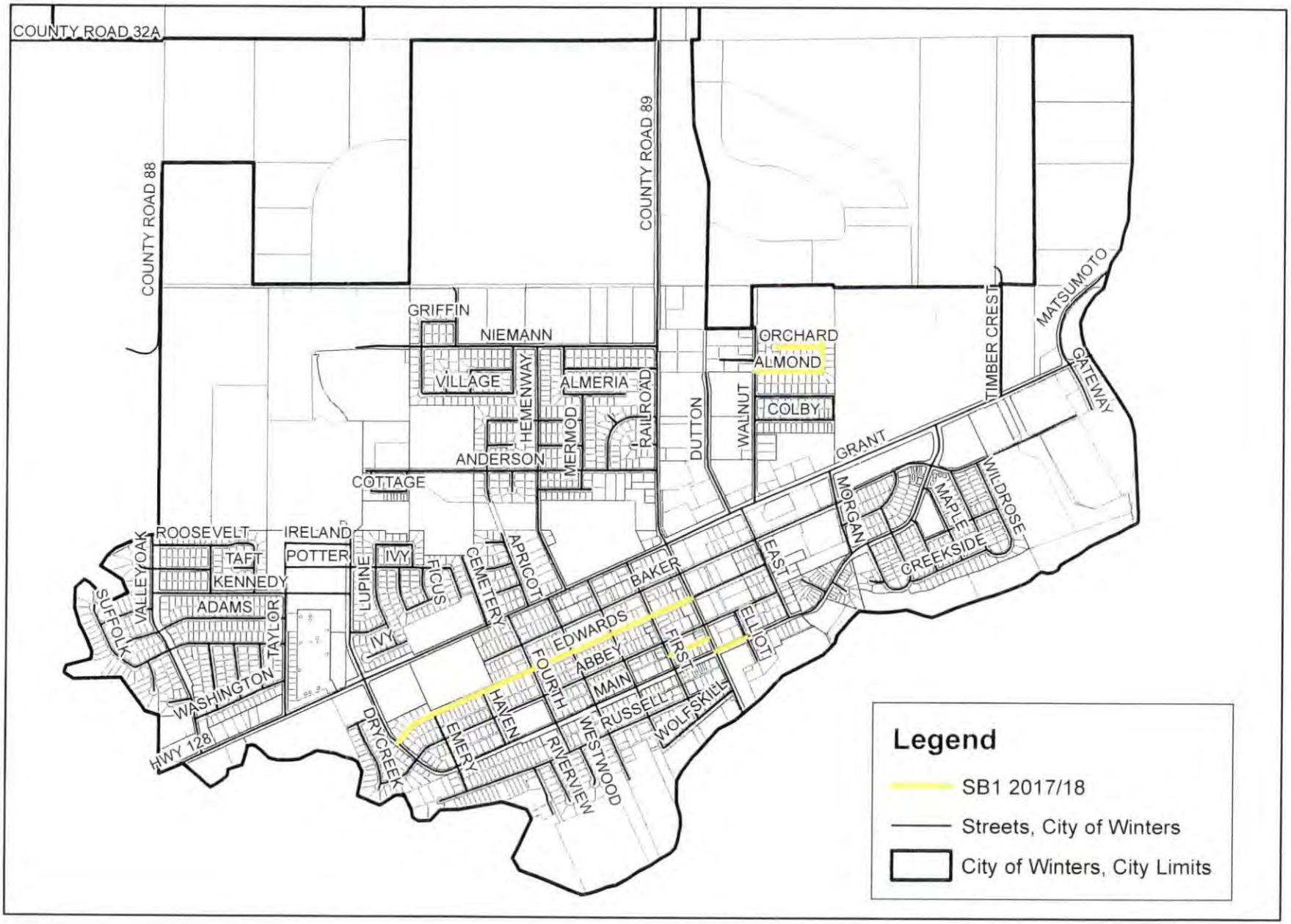
SUBJECT: Street Maintenance Agreement with Vintage Paving

RECOMMENDATION: Council to allow City Manager to execute a contract with Vintage Paving for the amount of $74,000.

BACKGROUND: Through the gas tax funds and SB1 Street Rehab funds, City staff has gone out to bid for grind and paving 20,000 sq ft of city streets. The 2017-18 SB1 project has already been approved by Council but due to escalated construction cost in the last nine months, the project will be much smaller than originally planned. Staff went out to bid in May with no responders. So staff rebid the project with the slurry seal sections removed. East Main St. will still be repaired (grind and pave) as per the original SB1 17-18 Project Plan and there will be some spot repairs made on Valley Oak Drive with the remaining funds instead.

FISCAL IMPACT: Estimate is not to exceed $80,000 which has already been budgeted and approved by Council.

SB1 2017/18 RMRA Project



N

0 0.25 0.5 1 Miles

Charles Tschudin
Assistant Planner
City of Winters

CITY OF
WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: June 19, 2018

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

FROM: Carol Scianna, Environmental Services Manager CS

SUBJECT: Repairs at Carter Lift Station

RECOMMENDATION: Staff recommends Council approve replacement of both impellers at Carter Lift Station work not to exceed $5530.

BACKGROUND: Staff noticed that the Carter Lift station located at 700 Main Street has been showing excessive pumping. Xylem was called in to do an assessment of the pump efficiency and evaluation of pump condition. It was discovered that both pumps have impellers that need to be replaced, which is causing them to be inefficient and thus are running much longer to compensate for this inefficiency. These repairs will reduce energy use and increase lifespan of the pumps. However it was noted that pump 2 is showing quite a bit of were and may need to be overhauled next year. The quote of $5528.60 includes all parts and labor to complete this work.

FISCAL IMPACT: Not to exceed $5528.60 from Sewer O & M funds

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

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

June 8, 2018

CITY OF WINTERS
318 1ST ST
WINTERS CA 95694

Quote # 2018-FFB-0253
Re:City of Winters

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

Carter Ranch Pumps #1 and #2

Qty	Part Number	Description	Unit Price	Extended Price
2	769 27 09	KIT,IMPELLER N MT CODE 462 HC	$ 1,840.00	$ 3,680.00
2	477 11 01	HANDLE,LIFTING 316	$ 152.00	$ 304.00
4	82 00 49	SCREW,ALLEN M10 X 20 SS	$ 2.90	$ 11.60
8	14-69 00 05A	LABOR,MOBILE FLYGT,NOTAX Z2-TP MODELS: 3000,7000,8000	$ 165.00	$ 1,320.00
		Total Project Price		**$ 5,315.60**
		Freight Charge		**$ 213.00**
		Total Project Price		**$ 5,528.60**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

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

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

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Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms & Conditions: This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement

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

Time of delivery: Approximately 1-2 working weeks after approval of order and receipt of signed Purchase Order or attached Customer Acceptance Form.

Terms of delivery: PP/Add Order Position

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

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

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

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

Signature:_____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____ _____

Date: _____ Phone _____

PO#:_____ Fax: _____

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

Sincerely,

John Maupin

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WARRANTY
Xylem Water Solutions USA, Inc.

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

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

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

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

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

WARRANTY
Xylem Water Solutions USA, Inc.

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

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

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

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

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

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

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WARRANTY
Xylem Water Solutions USA, Inc.

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

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

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

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

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

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

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

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WARRANTY
Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	MONTHS 1-12	MONTHS 13-18	MONTHS 19-24	MONTHS 25-36	MONTHS 37-39	MONTHS 40-60	MONTHS 61-72	MONTHS 73-84
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%			25%		
Concertor Pumping System	6000 Series (DP)	100%		50%			25%		
	6000 Series (iPS)	100%			50% 25-48 MONTHS			25% 49-84 MONTHS	
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% 1 YR	LIMITED – 2 YEAR						
Grinder Pumps	3000 Series (MP, MF, MH)	100% - 2 YEAR (From Ship Date)			3 YR (From DOM)	OOM= Date of Manufacture			
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%							
Centrifugal Pumps	1300 Series	100% (From Ship Date)							
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)							
TOPS	Fiberglass Pump Station	100% (From Ship Date)							
Accessories	Permanent / Portable	100% (From Ship Date)							
Hydroejectors/ Aerators	HE, JA	100%							
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)							
Small Pumps	3045, 3057, SX	100% (From Ship Date)							
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)							

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

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Ver. 14-031618

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Xylem Water Solutions USA, Inc
790-A Chadbourne Road
Fairfield, CA 94534
Phone: (707) 422-9894
Fax: (707) 422-9808

FIELD SERVICE REPORT

Customer: City of Winters
Contact Name: Jim Keating
Customer Ph: 805 458 8734
Customer PO:
Customer No.:
Credit Approval:

Service Location: Corner of Grant and Main Street, Winters, Ca.

SOW Warehouse: 144 W/C
Service Technician: Mark Buckmann
Cr. Approval Date:

☐ EMERGENCY ☐ SERVICE CALL ☐ STARTUP ☐ WARRANTY ☒ SERVICE AGREEMENT

QUAN	PART NUMBER	DESCRIPTION	UNIT	TOTAL
	14-690005A	Field Service Labor - No Tax	$165.00	
	14-690005A	Emergency Service		
	14-690021_	Environmental Fee		
	14-690024 _	Material, Lubes & Solvents		
1	14-690015A	Total Care PM Bronze - No Tax		
	14-690016A	Total Care PM Silver - No Tax		
	14-690017A	Total Care PM Gold - No Tax		
	14-690009A	Startup / Training - 1 Day Non Taxable		
	14-690010A	Startup / Training - 2 Day Non Taxable		
	14-690011A	Startup / Training - 3 Day Non Taxable		
	14-690012A	Startup / Training - 4 Day Non Taxable		
	14-690013A	Startup / Training - 5 Day Non Taxable		

PRODUCT: 3102.090-1080
S/N: 0760102 HOURS: 9192.4
Volt: 460 HP: 5 PH: 3 IMP: 464

PRODUCT: 3102.090-1080
S/N: 0760103 HOURS: 8709.7
Volt: 460 HP: 5 PH: 3 IMP: 464

PRODUCT:
S/N: HOURS:
Volt: HP: PH: IMP:

PRODUCT:
S/N: HOURS:
Volt: HP: PH: IMP:

SERVICE PERFORMED:

PM

RECOMMENDATIONS:

I hereby authorize the service work listed above and service was performed as indicated:

CUSTOMER NAME: JIM KEATING

SIGNATURE: Date: 6/6/18

SCHEDULED DATE: JOB #

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XYLEM WATER SOLUTIONS USA, INC. / FLYGT PRODUCTS

PREVENTATIVE MAINTENANCE INSPECTION REPORT

 # 1

Pump Owner's Name: City of Winters Impeller Code: 464 HP 5HP

Phone Number: 805-458-8734 Location Of Installation: Carter Ranch L.S.

Pump Model Number: 3102.090-1080 Serial Number: 0760102

1. Megger Insulation Check Through Power Cable(s) At Control Panel Using Megger:

Red to Ground 550 M Ω White to Ground 550 MΩ Black to Ground 550 MΩ OK? Yes

Red to White 3.6 Ohms Red to Black 3.6 Ohms Black to White 3.6 Ohms OK? Yes

2. Faulty Control Connections? No

3. Line Voltage Supply (pump off) RW 484 WB 483 BR 483

4. Load Voltage Supply (pump on) RW 436@50Hz WB 436@50Hz BR 439@50Hz

5.Type & Size Of Short Circuit Protection: 15A BRKR Type & Size Of Overload Protection: VFD

6. Amperage Draw FLA: 6.8 RED 4.63@50Hz WHITE 4.35@50Hz BLACK 4.63@50Hz

7. Verify Proper Rotation / Starting Jerk As Viewed From Above Counter Clockwise : Yes

8. All Fasteners Checked For Tightness Yes

9. Any Damage To Power Cable ? No

10.Stator Chamber Conditions ? OK

11.Leakage Detector System Conditon (FLS) 1500 Ohms Safe Mode / 330 Ohms Fail Mode Ohms: 1525

12.Motor Thermal Switches Resistance (bimetallic) Max. 1 Ohm Ohms: 0.4

13.Lower Bearing Sensor (PT-100) 80-100 Ohms Ohms :N/A Condition Of Oil ? OK-Replaced

14.Type Of Application ? Sewage ? X Sludge ? Other ?

15.Discharge flange face condition? OK Pump Guide Rail Condition? OK

16. Type Of Liquid Level Control: Ultrasonic If Floats, Installed Away From Turbulence ? Backup

17.Condition Of Lifting Bail ? Corroded Pump Seated Properly On Discharge ? Yes

18 Are Check Valves Installed And Operating Properly ? Yes

19.Impeller Turn Freely By Hand ? Yes Run Pump For 20 – 30 Seconds Dry, Does It Run Smooth Yes

20.Is Pump In Proper Operating Location And Submergenced ? Yes Power Cable Supported Properly ? Yes

21. Pump Wear Ring(s) Condition ? Worn

22. Impeller Condition ? Worn

23. Check Of Vibration Under Load : OK

24. Any Items Requiring Attention ? impeller, insert ring, impeller, impeller bolt Hours 9192.4

washer, and adjusting sleeve, and lifting handle

Name & Address Of Local Flygt Authorized Service Center: Xylem / Flygt Products 790A Chadbourne Rd Fairfield Ca. 94534

Date & Time Inspected 6-6-2018

I Certify This Report To Be True And Accurate / Signed By: MARK BUCKMANN Date: 6-6-2018

Employed By : Xylem / Flygt

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XYLEM WATER SOLUTIONS USA, INC. / FLYGT PRODUCTS

PREVENTATIVE MAINTENANCE INSPECTION REPORT

 # 2

Pump Owner's Name: City of Winters Impeller Code: 464 HP 5HP

Phone Number: 805-458-8734 Location Of Installation: Carter Ranch L.S.

Pump Model Number: 3102.090-1080 Serial Number: 0760103

1. Megger Insulation Check Through Power Cable(s) At Control Panel Using Megger:

Red to Ground 220 M Ω White to Ground 220 MΩ Black to Ground 220 MΩ OK? Yes

Red to White 3.6 Ohms Red to Black 3.6 Ohms Black to White 3.6 Ohms OK? Yes

2. Faulty Control Connections? No

3. Line Voltage Supply (pump off) RW 485 WB 483 BR 484

4. Load Voltage Supply (pump on) RW 439@50Hz WB 440@50Hz BR 439@50Hz

5. Type & Size Of Short Circuit Protection: 15A BRKR Type & Size Of Overload Protection: VFD

6. Amperage Draw FLA: 6.8 RED 4.66@50Hz WHITE 4.77@50Hz BLACK 4.63@50Hz

7. Verify Proper Rotation / Starting Jerk As Viewed From Above Counter Clockwise : Yes

8. All Fasteners Checked For Tightness Yes

9. Any Damage To Power Cable ? No

10. Stator Chamber Conditions ? Oil-small amount

11. Leakage Detector System Conditon (FLS) 1500 Ohms Safe Mode / 330 Ohms Fail Mode Ohms: 1528

12. Motor Thermal Switches Resistance (bimetallic) Max. 1 Ohm Ohms: 0.4

13. Lower Bearing Sensor (PT-100) 80-100 Ohms Ohms :N/A Condition Of Oil ? OK-Replaced

14. Type Of Application ? Sewage ? X Sludge ? Other ?

15. Discharge flange face condition? OK Pump Guide Rail Condition? OK

16. Type Of Liquid Level Control: Ultrasonic If Floats, Installed Away From Turbulence ? Backup

17. Condition Of Lifting Bail ? Corroded Pump Seated Properly On Discharge ? Yes

18 Are Check Valves Installed And Operating Properly ? Yes

19. Impeller Turn Freely By Hand ? Yes Run Pump For 20 – 30 Seconds Dry, Does It Run Smooth Yes

20. Is Pump In Proper Operating Location And Submergenced ? Yes Power Cable Supported Properly ? Yes

21. Pump Wear Ring(s) Condition ? Worn

22. Impeller Condition ? Worn

23. Check Of Vibration Under Load : OK

24. Any Items Requiring Attention ? Impeller, insert ring, impeller, impeller bolt Hours 8709.7

washer, and adjusting sleeve, and lifting handle

Name & Address Of Local Flygt Authorized Service Center: Xylem / Flygt Products 790A Chadbourne Rd Fairfield Ca. 94534

Date & Time Inspected 6-6-2018

I Certify This Report To Be True And Accurate / Signed By: MARK BUCKMANN Date: 6-6-2018

Employed By : Xylem / Flygt

CITY OF WINTERS
California
Est. 1875

TO: Honorable Mayor and Council Members

DATE: June 19, 2018

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

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

SUBJECT: Memorandums of Understanding (MOU) – Job Descriptions and Salary Schedule

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RECOMMENDATION:
Staff respectfully recommends that the City Council adopt Resolutions 2018-27, 2018-28, 2018-29, 2018-30, 2018-31, and 2018-32, Approving Certain Terms and Conditions of Employment for the City Associations and Salary Schedule, as well as job descriptions for Accountant, Community Service Officer I/II, Human Resource Manager and Records and Information Manager

BACKGROUND:
The current Memorandums of Understanding (MOU) between the City of Winters (City) and the Associations expired on September 30, 2016, but do continue until a new MOU is adopted. Represented members of the Associations ratified the tentative agreements attached.

The City and the Associations have agreed to a one year contract effective the first full payroll in October 2016 through September 30, 2017. Key points of the tentative agreement are as follows:

1. New Salary Ranges reflecting a 1% Cost of Living Increase (COLA) effective October 2016.
2. Increase/Decrease in the cafeteria plan only for those employees who subscribe to the City's Health Insurance. Due to the increase in Blue Shield and the decrease in Kaiser rates there is only a few hundred dollars difference city-wide.
3. Assessed staffing and found certain employees were performing duties with considerable independent judgement and decision making, therefore have negotiated reclassification of position and have enclosed new job descriptions for your approval.
4. Reclassifying the Accounting Technician to Accountant
5. Reclassifying the Community Service Officer from a I to a II

6. Reorganizing the Administrative Services Department due to the retirement of the Director of Administrative Services/City Clerk by hiring a new Human Resource Manager and reclassifying the Confidential Management Analyst to Confidential Records and Information Manager.

The Winters Miscellaneous Group, Police and Sergeants MOU's will be coming to Council at a later date, due to clarification of language in MOU's.

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

FISCAL IMPACT:
All included within the current and proposed budget, no additional impact.

RESOLUTION NO. 2018-27

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
CONFIDENTIAL EMPLOYEES ASSOCIATION

Effective
October 2017

CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into this ___ day of October, 2017 through September 30, 2018 between the City of Winters (hereinafter referred to as City) and the City of Winters Mid-Management Employee's Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

****

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications hereinafter referred to as "Employee(s)":

Management Analyst

The City reserves the right to alter or amend these classifications.

ARTICLE 2 - ASSOCIATION AND CITY COUNCIL APPROVAL

Upon approval by the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and is adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City; however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer in good faith regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Determine the necessity and amount of overtime required, and seasonally establish, modify, or change work schedules.

C. Direct the work force and hire, promote, demote, transfer, suspend, discipline, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocations, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.

G. Determine the size, character and use of inventories and accounting procedures.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ASSOCIATION RIGHTS

Pursuant to Article 2, the Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE 5 - ASSOCIATION DUES AND SECURITY

The City shall deduct dues and other premiums from the first and second paychecks of each employee and remit to the Association for the duration of this MOU the amount that an employee authorizes in writing the city to deduct. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

A. Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) Become a member of the Association and maintain membership in good standing in accordance with its Constitution and Bylaws; or (2) shall pay an agency fee in an amount equal to the amount of the monthly dues pursuant to section G of this article.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. The City shall deduct from employee wages the regular membership dues of Association employees, or agency fees of other employees as provided in Section A, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provisions of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the City of Winters Mid-Management Employees Association, at the end of each month.

E. The City shall notify the Association of changes in bargaining unit membership in a form of check-off authorization, as approved by both the City and the Association.

F. Upon written request from the Association, the City shall within thirty (30) calendar days, terminate the employment of an employee who fails to comply with the requirements of this article.

G. An employee with lawfully established valid objections to membership or financial support of an Association shall be permitted to make in lieu payments to the Association or to other organizations as established by law, in accordance with the provisions of Section 3502.5 of the California Government Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of this MOU, the City agrees that it will not cause lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, and stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

If the City finds it necessary to reduce the work force due to lack of funds and/or work, the City may lay-off employees as follows:

A. The City shall notify the Association ninety (90) days prior to any actual lay-off in order to meet and confer to explore alternatives to laying off employees.

B. Employees shall be laid off in seniority order, with an employee with the least seniority in a classification affected by lay-off to be laid off first. Employees noticed for lay-off will receive (1) month base pay if they are actually laid off.

C. Within seventy-two (72) hours of lay-off notice, an employee may exercise bump down rights by bumping into any lower rated classification covered in this MOU for which the employee is qualified. Employees bumped by higher seniority employees may themselves have the option of bumping down.

D. The name of every employee laid off or bumped down, pursuant to this article, shall be placed on a reemployment list which shall be kept for a period of twelve (12) months. Such employees shall have precedent over any other individual applying for a position. Any reinstatement shall be made in the reverse order of lay-off, or bump down.

E. Employees actually laid off must exercise reinstatement with twenty (20) days after the City deposits written notice of recall from lay-off in the United States mail addressed to the employee's last know address by certified mail return receipt requested. An employee who fails to respond will be removed from the reemployment list noted in Section D of this article.

ARTICLE 8 - BASE WAGES AND STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Steps: Addendum A provides a wage range with five (5) steps, also known as base wage steps, for each classification. The CPI-W will be the base for COLA Increases for all positions within this Association and will be reviewed annually. Compensation and Classification surveys will be conducted at a minimum of every three (3) years. Effective July 2014 all classifications will be receive a merit increase if eligible on anniversary date.

B. Benefits: The City provides the following benefits pursuant to the terms and conditions noted. Monthly benefits shall be prorated for any partially worked month.

C. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1, Uniform allowance - The City shall provide the Wastewater Facilities Manager with uniform service and two pairs of OSHA approved safety shoes every year.

2. Bilingual Incentive - An employee who has completed original probation and uses both English and another language, written and/or spoken on the job, and the use of such skill is required

by the job description to carry out job duties, shall receive $200.00 per month, based upon successful completion of a qualified testing firm. Bilingual incentive is applicable to any classification and wage step noted in Addendum A only as long as bilingual skills are required by the job description and Department Head and approved by the City Manager prior to recruitment. The City will retain Cooperative Personnel Services to do the testing. This will apply to all employees eligible for the incentive

3. Insurance - Employees receive up to $2,236 per month (depending on size of family and choice of plan) to purchase various health, dental, and other insurance to which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee in taxable wages. The City agrees to pick up the increase in dental and health premiums when they go into effect. The City shall pay the cost of Long Term Disability Insurance and the cost of a $30,000 Life Insurance Policy for each employee in this Association. The City of Winters will pay for the vision plan for all employees. Dependent cost must be paid for by employee.

4. Public Employee's Retirement System (PERS) - Employees shall join the PERS system as a condition of employment either as a classic or PEPRA Member.

   Tier One Retirement Formula
   Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

   Tier Two Retirement Formula
   Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

   Tier Three Retirement Formula
   Miscellaneous employees hired after January 1, 2013 with no previous PERS service or break in service and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

   The City shall pay the employer rate and the employee shall

pay the employee rate of 7%.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The City shall pay the employer costs. The employee shall pay the employee contributions prescribed by Federal rules and regulations.

6. State Unemployment Insurance (SUI) - The City shall pay all State Unemployment Insurance costs.

7. Deferred Compensation - The City of Winters contributes 4% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer contribution is frozen at this time.)

8. Longevity Incentive - An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

9. CALGOVEBA- All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). Employer agrees to pay the monthly administrative fee for each employee.

Salary reduction - Contribution:

Employee Category	Mandatory Contribution
Management Analyst	$300.00 per pay period

Terminal/Annual Leave Contribution:

Employee Category	Mandatory Contribution
0-20 Years of Service	75% value of leaves

C. Wage Plan Administration

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 p.m.) on or before every other Thursday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave, provided a written request is submitted to the Finance Office at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor within ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a step advance. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review without the acknowledgment of both the supervisor and employee.

   b. A discussion between the supervisor and employee on the content of the performance evaluation.

   c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgment by a reviewing official, all become part of the evaluation.

   If the evaluation is satisfactory or better, the employee may be granted a step increase. If the evaluation is less than satisfactory a step increase will not be granted, provided however that inadequate work performance has been previously documented. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the

employee. The review period shall be less than ninety (90) days. A step increase granted after this review

shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENTS, PROMOTION, DEMOTION

All employees shall be provided with a copy of Government Code Section 3100-3109 and sign and Oath of Allegiance and Declaration of Permission to Work as part of their new employee orientation.

A. Probation: The probation period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employment relation if work performance or adjustment to the work relation if it does not meet the expectations of the City.

1. All original or promotional appointments shall be tentative and subject to a probation period of six (6) months.

2. The probation period may be extended up to six (6) months by the City as a result of an employee's unfavorable performance evaluation.

3. During the probation period, an employee will be evaluated at the end of two (2), four (4), and six (6) months.

4. During the probation period, a newly hired employee may be discharged without right of appeal if the City deems the employee/employer relationship and/or the employee's performance does not warrant formal appointment to the position.

5. During the probation period a promoted employee may be returned to the job previously held if the City deems that formal appointment is not warranted. An employee may appeal such decision pursuant to all rules and regulations dealing with discipline.

B. New Classifications: The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.

1. The City may reclassify any job within the City service to accommodate changed job duties not anticipated in the original classification.

2. Reclassification shall not be used to avoid restrictions surrounding promotions or demotions, or to assume new duties and responsibilities not originally assigned to the position.

3. An employee whose job is reclassified shall receive the wage step in the reclassified position's range that is higher but closest to the wage step currently held, but in no case shall a wage be paid which is higher than the wage range.

D. Action Appointments: The City may appoint an employee to an acting capacity in a higher job classification. The employee shall receive two hundred dollars ($200.00) per month for each full month of service while in the acting capacity.

1. Service in an acting capacity shall not continue beyond six (6) months except upon mutual agreement of the City and employee.

2. An employee having served in an acting capacity and subsequently appointed to the position shall establish a new anniversary date retroactive to the beginning of the acting appointment. If the employee does not meet the minimum requirements for the position, then the anniversary date will not be set until the minimum requirements are met.

E. Promotion: The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher step at least five (5) percent above that currently held provided that it does not exceed the wage range established for the new classification.

1. A promoted employee shall be subject to a six (6) month probationary period. An employee rejected during the probationary period shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Section F.

2. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

F. Demotion: The City may, with cause, demote an employee to a lower job classification.

1. A demoted employee shall receive a minimum decease in wage equivalent to one (1) wage step in the employee's current job classification, provided however, that no employee shall receive a salary that exceeds the maximum salary established for the lower job classification.

2. A new anniversary date shall be established as of the day on which the employee is formally demoted to the lower job classification.

3. Employees being demoted shall not lose any years of service credit or seniority.

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are deemed confidential. Access to personnel records of an employee shall be limited to the City Manager, Administrative Services Director, and the Director of the Department to which an employee is assigned. An employee and/or their representatives, designated by the employee in writing, shall be allowed to review the employee's personnel records during regular business hours. An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK – 9/80 ALTERNATIVE WORK SCHEDULE

The Alternative Work Schedule provides for eligible employees to work their 40-hour work week in less than 5 days per week, thereby allowing employees to have one day off every other week, to the extent the practice does not negatively impact business operations or service to the community, or would otherwise materially increase the costs of providing services to the community. This policy is considered the standard work schedule for eligible City employees. Certain positions may be exempted from this policy due to business reasons.

This Alternative Work Schedule applies only to full-time, regular City employees who are <u>not</u> sworn public safety employees or employees who are public safety employees serving in administrative capacities.

The standard work schedule is referred to as a 9/80 work schedule. This provides that employees work nine (9) hour days per week, plus one eight (8) hour day once every two weeks. The employee is allowed to take one day off every other week. Friday will be deemed as the day employees are eligible to take off, and will be the one (8) hour day per week. Depending on department coverage, a different day of the week may need to be taken as the day off.

All 9/80 work shifts must cover the regular City Hall business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Management reserves the right to schedule personnel on or off the 9/80 work schedule as necessary.

A. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift. Pursuant to Department of Labor guidelines the department shall determine the time and manner in which rest periods shall be taken. Rest periods are paid time and shall be taken at the work site.

B. Employees shall receive one (1) sixty (60) minute lunch break during a work shift. Lunch breaks shall be scheduled by the department with due consideration to the desires of an employee. Lunch breaks are not paid time and may be taken away from the work site.

C. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

ARTICLE 12 - OVERTIME

Although all classifications listed in this Memorandum of Understanding are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA), the City may designate certain positions exempt per Department of Labor guidelines. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

A. Work Period: The work period for all employees within the bargaining group shall be seven (7) days in length commencing at 12:00 midnight Saturday.

B. All employees, except those deemed exempt, required to work hours in excess of the standard work period of forty (40) hours in a seven (7) day cycle, shall receive overtime pay at the rate of time and one-half the regular rate of pay.

D. Except in emergency situations, all overtime must have written authorization of a supervisor prior to starting overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained and followed up by written authorization as soon as practical. Dispatched

calls necessitating overtime work before or beyond a regular shift are considered authorized. An employee's failure to obtain prior written approval

will result in denial of the overtime request.

D. Employees may be provided with a locker for personal convenience. Employees may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Employees are expected to change clothes during normal shift hours and time spent in changing clothes before or after a shift, or during lunch, are not considered hours worked and are not compensable in any manner whatsoever.

E. Compensatory time off may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked over forty (40) hours in a week. Employees may accrue up to forty (40) hours of compensatory time. The comp time accrued up to the 40 hours will be for time off requests only. There will be no cash out options. Unused compensatory time on the books shall be paid at termination of employment.

F. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for actual interrupted time at the overtime rate if the employee works a full shift that day.

ARTICLE 13 - SICK LEAVE

A. Represented full-time employees earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue.

B. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.

C. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not accrue sick leave for the pay period in which the absence occurred. Sick leave shall not be accrued by an employee absent from duty after separation from City service. Sick leave balances at separation shall be forfeited.

D. If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

E. An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

F. The City shall institute a Sick Leave Incentive Program for all Bargaining Unit employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employee's to be eligible for the Sick Leave Incentive, they must not have used more than fifty-four (54) hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

G. Employees in service 20 or more years will receive up to 500 hours cashed out. The remaining hours after the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

ARTICLE 14 – CATASTROPHIC ILLNESS OR INJURY

A. Full-time employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, and sick leave.

ARTICLE 15 - HOLIDAYS

A. Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Half Day - Good Friday
5. Cesar Chavez Day (Recognized Only – Monday through Friday) (No additional day off if falls on Saturday or Sunday)
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day

10. Thanksgiving Day
11. Day After Thanksgiving Day
12. December 24th
13. December 25th

B. Every employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off the employee will forfeit their floating holiday credit.

C. If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

D. In the event that a holiday falls on an employee's regularly scheduled work day and the employee is required to work, the employee shall be paid for actual hours worked and may elect to receive an additional eight/nine (8/9) hours paid at straight time rate or eight (8/9) hours added to the employee's vacation accrual.

ARTICLE 16 - VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

YEARS	DAYS
0 - 3	12 days
4 - 6	15 days
7 - 9	17 days
10 - 12	20 days
13 - 16	22 days
17 - 22	25 days
23 - PLUS	27 days

B. Scheduling of employee vacation leave shall be at the employee's discretion with the Department Head's approval. Any scheduling conflicts shall be resolved with employee's seniority with City employment. If there is a tie then the tie will be resolved according to Departmental Seniority.

C. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to an employee after separation from City service.

D. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All

employees shall take at least one (1) week {5 straight working days} away from the job each year.

E. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not earn vacation leave for the pay period in which the absence occurred.

F. Employees may cash in up to sixty-four (64) hours of vacation leave per year providing the employee takes at least one week off as specified in Article 16-D with the approval of the City Manager.

G. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

H, An employee separated from City service shall be compensated for vacation hours on the books.

ARTICLE 17 - TRAINING SCHOOL FEES

When, as a condition for continued employment, the City requires attendance at a school or training establishment and where fees are charged, such fees shall be paid by the City. An employee required to attend such school shall suffer no loss of wages or benefits. This article does not apply to employees who do not meet the minimum schooling, license, or certification requirements of their classification. For such employees the City reserves the right to work out a separate agreement to assist the employee in achieving minimum requirements in a reasonable time.

Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from training facility, non-mandatory training, outside of an employee's work shift.

ARTICLE 18 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) City employee representatives time off from normal duties without loss of wages or benefits when formally meeting and conferring with representatives of the City in matters within the scope of representation. In no case shall overtime be paid for such meeting and conferring. Association meetings during which association business is discussed may occur during normal work hours provided Department Heads are notified at least one (1) week prior to the meeting and those meetings are of a reasonable duration and frequency.

ARTICLE 19 - WORKER'S COMPENSATION INSURANCE

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

A. Industrial Injuries and Accidents.

1. Employees shall report any work related injury or illness which requires medical treatment to the appropriate department supervisor a soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

2. Employees shall report any work related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.

C. Medical Treatment. Any employee suffering from any work related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility. Employees can seek treatment from their own physician or facility also.

D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

F. Temporary light duty. The City may make jobs available for the employee

who can perform light duty assignments approved by the employee's physician and the City.

ARTICLE 20 - LEAVE OF ABSENCE

Any employee who has successfully completed the original probationary period may request a leave of absence for a period not to exceed one (1) year.

A. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits. Any leave of absence exceeding thirty (30) days must be approved by the City Council.

B. Military leave shall be granted in accordance with the provisions of State Law.

ARTICLE 21 - DISCIPLINE

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City.

A. Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:

1. Fraud in securing appointment.
2. Incompetency.
3. Inefficiency.
4. Insubordination.
5. Dishonesty.
6. Drunkenness on duty.
7. Addiction to the use of controlled substances.
8. Inexcusable absence without leave.
9. Immorality.
10. Discourteous treatment of the public or other employees.
11. Improper political activity while on duty.
12. Willful disobedience.
13. Misuse of City property.
14. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
15. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the

job or directly related thereto.

B. Disciplinary Action.

The purpose of the disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards. Whenever any of the above actions are to be taken, the Department Head shall notify the City Manager. The City Manager shall be responsible for determining that the process is outlined in this Section.

1. Oral or Written Reprimand.

When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem observed. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion and discharge.

2. Suspension.

The Department Head may suspend an employee for cause and without pay, upon approval of the City Manager, for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The City Manager may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether the immediate suspension shall be with or without pay. No employee shall be suspended without pay for more than thirty (30) calendar days in any calendar year.

3. Reduction-in-Pay

The Department Head, upon approval of the City Manager, may reduce an employee's pay for cause to a lower step or range as a disciplinary action.

4. Demotion.

The Department Head, upon approval of the City Manager, may demote an employee for cause as a disciplinary action.

5. Discharge: .An employee may be discharged by the Department Head

for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings. The Appointing Authority may suspend the employee with pay immediately, as provided in 2 of this Section, pending the proper disciplinary process. Prompt disciplinary processing shall follow.

C. Notice of Proposed Disciplinary Action.

Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures established by the City Manager. Such procedures shall be developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing.

The disciplinary hearing is an informal meeting at which the employee has an opportunity to rebut the charges against him/her or to state any mitigating circumstances. The City Manager or his/her designee shall hear and consider the employee's response.

E. Notice of Decision.

Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager preferably before the effective date, or as soon thereafter as possible.

F. Appeal of Decision.

In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing, the City Council shall hear the matter. After due consideration, the City Council shall give its written recommendation for dispensation of the appeal to the Appointing Authority and to the employee within ten (10) calendar days.

G. Employees may, if they choose to, have an association or other representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal.

No employee shall be penalized in any way for availing himself/herself of, or participating in the appeal process.

ARTICLE 22 - GRIEVANCE PROCEDURES

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure. The first attempt to settle a grievance will be through discussion with the immediate supervisor. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head.

B. Formal Grievance Procedure. An employee filing a formal appeal shall do so in accordance with the following:

1. Department Review. The appeal shall be presented in writing to the employee's department head who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the department head, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review. The City Manager or a designated representative shall discuss the grievance with the employee. The City Manager may designate a fact finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) working days of the appeal.

   If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Council. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the City Manager, the appeal shall be deemed to have been abandoned and terminated.

3. Appeal to the City Council. On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or body. The employee may request that the appeal

be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the

meeting. Unless incapacitated, the employee making the appeal shall appear personally at the hearing.

After conducting any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify the findings. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

If due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person of their choosing in preparing and presenting the grievance at any level of review.

3. The employee shall be assured freedom from reprisal for using the grievance procedures

ARTICLE 23 - JURY DUTY

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

ARTICLE 24 - INSPECTION PRIVILEGES/POSTING OF NOTICES

A. With City approval, authorized agents of the Association shall have access to

City premises during work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday for purposes of adjusting disputes, investigating working conditions and such other matters as may be needed. Access shall be conducted so as not to interfere with the conduct of City services and safety or security standards.

B. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by an authorized Association representative and a copy provided to the City Manager.

ARTICLE 25 - SAFETY AND HEALTH

The City will provide protective devices, safety apparel, equipment and facilities pursuant to applicable regulations or laws. Employees shall utilize such protective devices, safety apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

ARTICLE 26 - WORK BY MANAGEMENT PERSONNEL

It is agreed that management personnel will not perform work which is normally performed by employees covered in this MOU. Management and/or supervisory personnel may perform any work required or directed in the event of an emergency or to assure that a department is meeting its service goals.

ARTICLE 27 - NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, disability, or Association or non-Association activities.

ARTICLE 28 - SAVINGS PROVISION

If any provision(s) of this Memorandum of Understanding are held contrary to law, such provision(s) shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect. On occurrence of such an event, the parties shall meet and confer in good faith as soon as practical to renegotiate only the invalidated provision(s).

ARTICLE 29 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from October __, 2017 through September 30, 2018 and from year to year thereafter unless one party serves notice on the other.

ARTICLE 30 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment and shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, renegotiate any part or provision of this MOU, during its term.

Any prior or existing Memorandum of Understanding between the parties, past practices or conflicting rules and regulation regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Confidential Employee Association on the ____ day of _____, 2018.

BY: Tracy S. Jensen
Association Representative

Accepted for submittal to the City Council on the ____ day of _____, 2018.

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

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ___ day of _____, 2018.

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

ADDENDUM A

Confidential Salary Schedule
October 2017
1% COLA

Position	A	B	C	D	E
Management Analyst	4,547	4,774	5,013	5,264	5,527

RESOLUTION NO. 2018-28

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
CONFIDENTIAL MANAGER'S SERIES EMPLOYEES

Effective
October 2017

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ARTICLE I
GENERAL PROVISIONS

1.1 **Application**

1.1.1 This Resolution applies to the following management employees:

Records and Information Manager

1.2 **Term**

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from October 2017 through September 2018.

ARTICLE II COMPENSATION

2.1 **Salary**

2.1.1 The salary schedule for employees covered by this Resolution are set forth in Exhibit A.

2.1.1. Salary ranges will be established based on results of a market survey and the consolidation of existing paid benefits into salary as specified in Article II and Article III below.

2.2 **Administrative Leave**

2.2.1 All employees covered by this Resolution shall receive 10 days administrative leave per fiscal year beginning July 1st. Actual accrual occurs in the same manner as sick leave. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave except as provided below:

2.2.2 Each employee may request in advance of accrual and receive Administrative time off which has not been accrued, and if the employee separates from employment before the time is accrued, the amount will be deducted from vacation time on the books or in cash.

2.2.3 If employee would like to cash in his or her administrative leave time, they may cash in up to twenty-seven hours (27) must be accrued and on the books at the time the request is made.

2.2.4 No employee may carry over any administrative leave balance past June 30 each year. (Carry over is accepted while cash out is frozen.)

2.3 **Cellular Phones.**

2.3.1 Cellular Phones. Employees covered by this Resolution are entitled to use a cellular telephone to conduct City business and emergencies.

2.4 **Deferred Compensation.**

2.4.1 The City of Winters contributes 4% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer paid deferred compensation is frozen at this time.)

2.5 **CALGOVEBA**

All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). All employees agree to the contributions based on each pay period:

Salary reduction: Contribution:

Employee Category	Mandatory Contribution
0-20 Years of Service	$300.00 per pay period

Terminal/Annual Leave Contribution:

Employee Category	Mandatory Contribution
0-20 Years of Service	75% value of leaves

2.6 **Social Security.**

Employees are required to participate in Social Security. The City shall pay the employer costs as determined by the applicable rules and regulations. The employee shall pay their portion of Social Security as determined by the rules and regulations.

2.7 **State Unemployment Insurance (SUI).**

2.7.1 The City shall pay all State Unemployment Insurance costs.

2.8 **Longevity Incentive.**

2.8.1 An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

ARTICLE III MEDICAL AND RELATED BENEFITS

3.1 **Medical Insurance**

3.1.1 The City shall make available to all covered employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

3.1.2 The City shall contribute up to the following amounts towards employee cafeteria plan to include cost coverage of health, dental and any other optional insurance plan that is offered by the City of Winters. The City agrees to pick up the increase in dental and health premiums when they go into effect January 1, 2013. The City of Winters will pay for the vision plan with MES Vision for all employees. Dependent cost must be paid for by employee.

Employee plus family up to $2,236/mo. Depending on size of family and choice of plan.

3.1.3 Employees providing proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $650 per month.

3.2 **Dental Insurance**

3.2.1 For all employees covered by this Resolution the City shall provide coverage in the City's dental insurance program for the employee and any eligible dependents. The benefit shall be paid by the cafeteria amount and the employee to pay a deductible or co-pay.

3.3 **Long Term Disability Insurance**

3.3.1 The City shall provide to all employees covered by this Resolution coverage in the long term disability insurance plan. Employer paid.

3.4 **Life Insurance**

3.4.1 The City shall maintain in effect life insurance for all employees covered by this Resolution in the amount of $30,000 of coverage. Employer paid. Employer will look in to cost of increasing coverage at open enrollment.

ARTICLE IV LEAVES

4.1 **Holidays**

4.1.1 Employees shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Half Day Good Friday	The Day after Thanksgiving Day
Memorial Day	December 24th (Christmas Eve)
Independence Day	December 25th (Christmas Day)

Cesar Chavez Day (Recognized Only – Monday through Friday)

4.1.2 In addition, each management employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off, the employee will forfeit their floating holiday credit.

4.1.3 If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

4.2 **Vacation Leave**

4.2.1 Each employee shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

Years of Service	Vacation Leave Earned Annually
0 through 3 years	12 days
4 through 6 years	15 days
7 through 9 years	17 days
10 through 12 years	20 days
13 through 16 years	22 days
17 through 22 years	25 days
23 through plus years	27 days

4.2.2 Upon approval of the City Manager, employees may, at his/her request unused vacation leave hours paid directly to him/her at their regular hourly rate of pay, but must leave one weeks vacation time on the books.

4.2.3 Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All employees shall take at least one (1) week {5 straight working days} away from the job each year.

4.2.4 An employee separated from City service shall be compensated for vacation hours on the books.

4.3 Sick Leave

4.3.1 Represented full-time employees earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. Employees with 15 years of service with the City will receive ½ cash out, up to 500 hours.

4.3.2 If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

4.3.3 An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the forty-eight/fifty-four (48 or 54 on 9/80 schedule) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

4.3.4 The City has implemented a Sick Leave Incentive Program for all employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employees to be eligible for the Sick Leave Incentive, they must not have used more than forty-eight hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the forty-eight/fifty-four (48/54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

4.4 **Catastrophic Illness or Injury**

4.4.1 Full-time employees may donate portions of their vacation or administrative leave balances to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

ARTICLE V RETIREMENT

5.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement. Employees shall join the PERS System as a classic or PEPRA Member.

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 with no previous PERS service or break in service and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

5.12 The City will continue to pay the employer's share and the employee shall pay the employee rate to the retirement system.

5.1.3 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965 to miscellaneous category of eligible employees.

5.1.4 The City shall maintain the PERS single highest year option for miscellaneous category of eligible employees.

ARTICLE VI OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

6.1 Other Compensable Items Not Set Forth Herein

6.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution

shall continue to be compensated by the City of Winters at the rate applicable on October 2017 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Accepted for submittal to the City Council on the ___ day of _____, 2018.

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

Approved by the City of Winters Mid-Management Employee Association on the ____ day of _____, 2018.

BY: Tracy S. Jensen
Association Representative

BY: _____
Association Representative

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2018.

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

EXHIBIT A
MONTHLY SALARY RANGES

CITY OF WINTERS
EXEMPT MANAGER'S SALARY SCHEDULE
OCTOBER 2017
1% COLA

Position	A	B	C	D	E
Records & Information Manager	6,065	6,368	6,687	7,021	7,372

*** Salary Effective July 2018 (reclassified from Management Analyst)**

RESOLUTION NO. 2018-29

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION

Effective
October 2017

CITY OF WINTERS
MID-MANAGEMENT EMPLOYEES ASSOCIATION

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into this ___ day of October, 2017 through September 30, 2018 between the City of Winters (hereinafter referred to as City) and the City of Winters Mid-Management Employee's Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

****

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications hereinafter referred to as "Employee(s)":

Accountant
Accounting Technician
Administrative Coordinator
Associate Planner (vacant)
Facilities Manager – Wastewater
Facilities Manager – Water Distribution
Facilities Manager - Field
Grant Writer (vacant)
Management Analysts – Comm. Dev. & Finance (Finance vacant)

The City reserves the right to alter or amend these classifications.

ARTICLE 2 - ASSOCIATION AND CITY COUNCIL APPROVAL

Upon approval by the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and is adopted by the City Council.

ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City; however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer in good faith regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Determine the necessity and amount of overtime required, and seasonally establish, modify, or change work schedules.

C. Direct the work force and hire, promote, demote, transfer, suspend, discipline, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocations, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.

G. Determine the size, character and use of inventories and accounting procedures.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ASSOCIATION RIGHTS

Pursuant to Article 2, the Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE 5 - ASSOCIATION DUES AND SECURITY

The City shall deduct dues and other premiums from the first and second paychecks of each employee and remit to the Association for the duration of this MOU the amount that

an employee authorizes in writing the city to deduct. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

A. Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) Become a member of the Association and maintain membership in good standing in accordance with its Constitution and Bylaws; or (2) shall pay an agency fee in an amount equal to the amount of the monthly dues pursuant to section G of this article.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. The City shall deduct from employee wages the regular membership dues of Association employees, or agency fees of other employees as provided in Section A, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provisions of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the City of Winters Mid-Management Employees Association, at the end of each month.

E. The City shall notify the Association of changes in bargaining unit membership in a form of check-off authorization, as approved by both the City and the Association.

F. Upon written request from the Association, the City shall within thirty (30) calendar days, terminate the employment of an employee who fails to comply with the requirements of this article.

G. An employee with lawfully established valid objections to membership or financial support of an Association shall be permitted to make in lieu payments to the Association or to other organizations as established by law, in accordance with the provisions of Section 3502.5 of the California Government Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of this MOU, the City agrees that it will not cause lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, and stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

If the City finds it necessary to reduce the work force due to lack of funds and/or work, the City may lay-off employees as follows:

A. The City shall notify the Association ninety (90) days prior to any actual lay-off in order to meet and confer to explore alternatives to laying off employees.

B. Employees shall be laid off in seniority order, with an employee with the least seniority in a classification affected by lay-off to be laid off first. Employees noticed for lay-off will receive (1) month base pay if they are actually laid off.

C. Within seventy-two (72) hours of lay-off notice, an employee may exercise bump down rights by bumping into any lower rated classification covered in this MOU for which the employee is qualified. Employees bumped by higher seniority employees may themselves have the option of bumping down.

D. The name of every employee laid off or bumped down, pursuant to this article, shall be placed on a reemployment list which shall be kept for a period of twelve (12) months. Such employees shall have precedent over any other individual applying for a position. Any reinstatement shall be made in the reverse order of lay-off, or bump down.

E. Employees actually laid off must exercise reinstatement with twenty (20) days after the City deposits written notice of recall from lay-off in the United States mail addressed to the employee's last know address by certified mail return receipt requested. An employee who fails to respond will be removed from the reemployment list noted in Section D of this article.

ARTICLE 8 - BASE WAGES AND STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Steps: Addendum A provides a wage range with five (5) steps, also known as base wage steps, for each classification. The CPI-W will be the base for COLA Increases for all positions within this Association and will be reviewed annually. Compensation and Classification surveys will be conducted at a minimum of every three (3) years. Effective July 2014 all classifications will be receive a merit increase if eligible on anniversary date.

B. Benefits: The City provides the following benefits pursuant to the terms and conditions noted. Monthly benefits shall be prorated for any partially worked month.

C. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1, Uniform allowance - The City shall provide the Wastewater Facilities Manager with uniform service and two pairs of OSHA approved safety shoes every year. (Side letter of agreement).

2. Bilingual Incentive - An employee who has completed original probation and uses both English and another language, written and/or spoken on the job, and the use of such skill is required by the job description to carry out job duties, shall receive $200.00 per month, based upon successful completion of a qualified testing firm. Bilingual incentive is applicable to any classification and wage step noted in Addendum A only as long as bilingual skills are required by the job description and Department Head and approved by the City Manager prior to recruitment. The City will retain Cooperative Personnel Services to do the testing. This will apply to all employees eligible for the incentive

3. Insurance - Employees receive up to $2,236 per month (depending on size of family and choice of plan) to purchase various health, dental, and other insurance to which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee in taxable wages. The City agrees to pick up the increase in dental and health premiums when they go into effect. The City shall pay the cost of Long Term Disability Insurance and the cost of a $30,000 Life Insurance Policy for each employee in this Association. The City of Winters will pay for the vision plan for all employees. Dependent cost must be paid for by employee.

4. Public Employee's Retirement System (PERS) - Employees shall join the PERS system as a condition of employment either as a classic or PEPRA Member.

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a

2% @ 55.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 with no previous PERS service or break in service and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

The City shall pay the employer rate and the employee shall pay the employee rate of 7%.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The City shall pay the employer costs. The employee shall pay the employee contributions prescribed by Federal rules and regulations.

6. State Unemployment Insurance (SUI) - The City shall pay all State Unemployment Insurance costs.

7. Deferred Compensation - The City of Winters contributes 4% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer contribution is frozen at this time.)

8. Longevity Incentive - An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

9. CALGOVEBA- All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). Employer agrees to pay the monthly administrative fee for each employee.

Salary reduction - Contribution:

Employee Years of Service	Mandatory Contribution
30 Plus	$50.00 per pay period
27 Plus	$400.00 per pay period
17 Plus	$50.00 per pay period
12 Plus	$75.00 per pay period
3 Plus	$75.00 per pay period
2 Plus	$75.00 per pay period
1 Plus	$25.00 per pay period

Terminal/Annual Leave Contribution:

Employee Category	Mandatory Contribution
0-5 Years of Service	50% value of leaves
6-10 Years of Service	75% value of leaves
10-20 Years of Service	75% value of leaves
20+ Years of Service	75% value of leaves

C. Wage Plan Administration

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 p.m.) on or before every other Thursday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave, provided a written request is submitted to the Finance Office at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor within ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a step advance. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after

this review without the acknowledgment of both the supervisor and employee.

b. A discussion between the supervisor and employee on the content of the performance evaluation.

c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgment by a reviewing official, all become part of the evaluation.

If the evaluation is satisfactory or better, the employee may be granted a step increase. If the evaluation is less than satisfactory a step increase will not be granted, provided however that inadequate work performance has been previously documented. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENTS, PROMOTION, DEMOTION

All employees shall be provided with a copy of Government Code Section 3100-3109 and sign and Oath of Allegiance and Declaration of Permission to Work as part of their new employee orientation.

A. Probation: The probation period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employment relation if work performance or adjustment to the work relation if it does not meet the expectations of the City.

1. All original or promotional appointments shall be tentative and subject to a probation period of six (6) months.

2. The probation period may be extended up to six (6) months by the City as a result of an employee's unfavorable performance evaluation.

3. During the probation period, an employee will be evaluated at the end of two (2), four (4), and six (6) months.

4. During the probation period, a newly hired employee may be discharged without right of appeal if the City deems the employee/employer relationship and/or the employee's performance does not warrant formal appointment to the position.

5. During the probation period a promoted employee may be returned to the job previously held if the City deems that formal appointment is not warranted. An employee may appeal such decision pursuant to all rules and regulations dealing with discipline.

B. New Classifications: The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.

1. The City may reclassify any job within the City service to accommodate changed job duties not anticipated in the original classification.

2. Reclassification shall not be used to avoid restrictions surrounding promotions or demotions, or to assume new duties and responsibilities not originally assigned to the position.

3. An employee whose job is reclassified shall receive the wage step in the reclassified position's range that is higher but closest to the wage step currently held, but in no case shall a wage be paid which is higher than the wage range.

D. Action Appointments: The City may appoint an employee to an acting capacity in a higher job classification. The employee shall receive two hundred dollars ($200.00) per month for each full month of service while in the acting capacity.

1. Service in an acting capacity shall not continue beyond six (6) months except upon mutual agreement of the City and employee.

2. An employee having served in an acting capacity and subsequently appointed to the position shall establish a new anniversary date retroactive to the beginning of the acting

appointment. If the employee does not meet the minimum requirements for the position, then the anniversary date will not be set until the minimum requirements are met.

E. Promotion: The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher step at least five (5) percent above that currently held provided that it does not exceed the wage range established for the new classification.

1. A promoted employee shall be subject to a six (6) month probationary period. An employee rejected during the probationary period shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Section F.

2. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

F. Demotion: The City may, with cause, demote an employee to a lower job classification.

1. A demoted employee shall receive a minimum decease in wage equivalent to one (1) wage step in the employee's current job classification, provided however, that no employee shall receive a salary that exceeds the maximum salary established for the lower job classification.

2. A new anniversary date shall be established as of the day on which the employee is formally demoted to the lower job classification.

3. Employees being demoted shall not lose any years of service credit or seniority.

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are deemed confidential. Access to personnel records of an employee shall be limited to the City Manager, Administrative Services Director, and the Director of the Department to which an employee is assigned. An

employee and/or their representatives, designated by the employee in writing, shall be allowed to review the employee's personnel records during regular business hours. An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK – 9/80 ALTERNATIVE WORK SCHEDULE

The Alternative Work Schedule provides for eligible employees to work their 40-hour work week in less than 5 days per week, thereby allowing employees to have one day off every other week, to the extent the practice does not negatively impact business operations or service to the community, or would otherwise materially increase the costs of providing services to the community. This policy is considered the standard work schedule for eligible City employees. Certain positions may be exempted from this policy due to business reasons.

This Alternative Work Schedule applies only to full-time, regular City employees who are not sworn public safety employees or employees who are public safety employees serving in administrative capacities.

The standard work schedule is referred to as a 9/80 work schedule. This provides that employees work nine (9) hour days per week, plus one eight (8) hour day once every two weeks. The employee is allowed to take one day off every other week. Friday will be deemed as the day employees are eligible to take off, and will be the one (8) hour day per week. Depending on department coverage, a different day of the week may need to be taken as the day off.

All 9/80 work shifts must cover the regular City Hall business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Management reserves the right to schedule personnel on or off the 9/80 work schedule as necessary.

A. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift. Pursuant to Department of Labor guidelines the department shall determine the time and manner in which rest periods shall be taken. Rest periods are paid time and shall be taken at the work site.

B. Employees shall receive one (1) sixty (60) minute lunch break during a work shift. Lunch breaks shall be scheduled by the department with due consideration to the desires of an employee. Lunch breaks are not paid time and may be taken away from the work site.

C. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

ARTICLE 12 - OVERTIME

Although all classifications listed in this Memorandum of Understanding are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA), the City may designate certain positions exempt per Department of Labor guidelines. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

A. Work Period: The work period for all employees within the bargaining group shall be seven (7) days in length commencing at 12:00 midnight Saturday.

B. All employees, except those deemed exempt, required to work hours in excess of the standard work period of forty (40) hours in a seven (7) day cycle, shall receive overtime pay at the rate of time and one-half the regular rate of pay.

C. Except in emergency situations, all overtime must have written authorization of a supervisor prior to starting overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained and followed up by written authorization as soon as practical. Dispatched calls necessitating overtime work before or beyond a regular shift are considered authorized. An employee's failure to obtain prior written approval will result in denial of the overtime request.

D. Employees may be provided with a locker for personal convenience. Employees may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Employees are expected to change clothes during normal shift hours and time spent in changing clothes before or after a shift, or during lunch, are not considered hours worked and are not compensable in any manner whatsoever.

E. Compensatory time off may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked over forty (40) hours in a week. Employees may accrue up to forty (40) hours of compensatory time. Unused time on the books as of the first pay period in December shall be paid to an employee The comp time accrued up to the 40 hours will be for time off requests only. There will be no cash out options. Unused compensatory time on the books shall be paid at termination of employment.

F. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for actual interrupted time at the overtime rate if the employee works a full shift that day.

ARTICLE 13 - SICK LEAVE

A. Represented full-time employees earn and accumulate sick leave at the rate

of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue.

B. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.

C. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not accrue sick leave for the pay period in which the absence occurred. Sick leave shall not be accrued by an employee absent from duty after separation from City service. Sick leave balances at separation shall be forfeited.

D. If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

E. An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

F. The City shall institute a Sick Leave Incentive Program for all Bargaining Unit employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employee's to be eligible for the Sick Leave Incentive, they must not have used more than fifty-four (54) hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

G. Employees in service 20 or more years will receive up to 500 hours cashed out. The remaining hours after the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

ARTICLE 14 – CATASTROPHIC ILLNESS OR INJURY

A. Full-time employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, and sick leave.

ARTICLE 15 - HOLIDAYS

A. Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Half Day - Good Friday
5. Cesar Chavez Day (Recognized Only – Monday through Friday) (No additional day off if falls on Saturday or Sunday)
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving Day
12. December 24th
13. December 25th

B. Every employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off the employee will forfeit their floating holiday credit.

C. If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

D. In the event that a holiday falls on an employee's regularly scheduled work day and the employee is required to work, the employee shall be paid for actual hours worked and may elect to receive an additional eight/nine (8/9) hours paid at straight time rate or eight (8/9) hours added to the employee's vacation accrual.

ARTICLE 16 - VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

YEARS	DAYS
0 - 3	12 days
4 - 6	15 days
7 - 9	17 days
10 - 12	20 days
13 - 16	22 days
17 - 22	25 days
23 - PLUS	27 days

B. Scheduling of employee vacation leave shall be at the employee's discretion with the Department Head's approval. Any scheduling conflicts shall be resolved with employee's seniority with City employment. If there is a tie then the tie will be resolved according to Departmental Seniority.

C. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to an employee after separation from City service.

D. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All employees shall take at least one (1) week {5 straight working days} away from the job each year, which can include holidays and floating holidays. No sick leave.

E. Employees granted a leave of absence or absent from duty for one (1) or more days when not authorized by the City shall not earn vacation leave for the pay period in which the absence occurred.

F. Employees may cash in up to sixty-four (64) hours of vacation leave per year providing the employee takes at least one week off as specified in Article 16-D with the approval of the City Manager. (Cash out is frozen at this time.)

G. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

H. An employee separated from City service shall be compensated for vacation hours on the books.

Side Letter of Agreement for re-opener on capping accrued leave.

ARTICLE 17 - TRAINING SCHOOL FEES

When, as a condition for continued employment, the City requires attendance at a school or training establishment and where fees are charged, such fees shall be paid by the City.

An employee required to attend such school shall suffer no loss of wages or benefits. This article does not apply to employees who do not meet the minimum schooling, license, or certification requirements of their classification. For such employees the City reserves the right to work out a separate agreement to assist the employee in achieving minimum requirements in a reasonable time.

Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from training facility, non-mandatory training, outside of an employee's work shift.

ARTICLE 18 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) City employee representatives time off from normal duties without loss of wages or benefits when formally meeting and conferring with representatives of the City in matters within the scope of representation. In no case shall overtime be paid for such meeting and conferring. Association meetings during which association business is discussed may occur during normal work hours provided Department Heads are notified at least one (1) week prior to the meeting and those meetings are of a reasonable duration and frequency.

ARTICLE 19 - WORKER'S COMPENSATION INSURANCE

Worker's compensation Benefits shall be provided in accordance with State law, Yolo County Public Agency Risk Management Insurance Authority and any other applicable rules and regulations.

A. Industrial Injuries and Accidents.

1. Employees shall report any work related injury or illness which requires medical treatment to the appropriate department supervisor a soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

2. Employees shall report any work related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.

B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.

C. Medical Treatment. Any employee suffering from any work related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility. Employees can seek treatment from their own physician or facility also.

D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

F. Temporary light duty. The City may make jobs available for the employee who can perform light duty assignments approved by the employee's physician and the City.

ARTICLE 20 - LEAVE OF ABSENCE

Any employee who has successfully completed the original probationary period may request a leave of absence for a period not to exceed one (1) year.

A. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits. Any leave of absence exceeding thirty (30) days must be approved by the City Council.

B. Military leave shall be granted in accordance with the provisions of State Law.

ARTICLE 21 - DISCIPLINE

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City.

A. Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:

1. Fraud in securing appointment.
2. Incompetency.
3. Inefficiency.
4. Insubordination.
5. Dishonesty.
6. Drunkenness on duty.
7. Addiction to the use of controlled substances.
8. Inexcusable absence without leave.
9. Immorality.
10. Discourteous treatment of the public or other employees.
11. Improper political activity while on duty.
12. Willful disobedience.
13. Misuse of City property.
14. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
15. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.

B. Disciplinary Action.

The purpose of the disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards. Whenever any of the above actions are to be taken, the Department Head shall notify the City Manager. The City Manager shall be responsible for determining that the process is outlined in this Section.

1. Oral or Written Reprimand.

When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem observed. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion and discharge.

2. Suspension.

The Department Head may suspend an employee for cause and without pay, upon approval of the City Manager, for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The City Manager may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether the immediate suspension shall be with or without pay. No employee shall be suspended without pay for more than thirty (30) calendar days in any calendar year.

3. Reduction-in-Pay

The Department Head, upon approval of the City Manager, may reduce an employee's pay for cause to a lower step or range as a disciplinary action.

4. Demotion.

The Department Head, upon approval of the City Manager, may demote an employee for cause as a disciplinary action.

5. Discharge: .An employee may be discharged by the Department Head for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings. The Appointing Authority may suspend the employee with pay immediately, as provided in 2 of this Section, pending the proper disciplinary process. Prompt disciplinary processing shall follow.

C. Notice of Proposed Disciplinary Action.

Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures established by the City Manager. Such procedures shall be developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing.

The disciplinary hearing is an informal meeting at which the employee has an opportunity to rebut the charges against him/her or to state any mitigating circumstances. The City Manager or his/her designee shall hear and

consider the employee's response.

E. Notice of Decision.

Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager preferably before the effective date, or as soon thereafter as possible.

F. Appeal of Decision.

In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing, the City Council shall hear the matter. After due consideration, the City Council shall give its written recommendation for dispensation of the appeal to the Appointing Authority and to the employee within ten (10) calendar days.

G. Employees may, if they choose to, have an association or other representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal.

No employee shall be penalized in any way for availing himself/herself of, or participating in the appeal process.

ARTICLE 22 - GRIEVANCE PROCEDURES

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure. The first attempt to settle a grievance will be through discussion with the immediate supervisor. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head.

B. Formal Grievance Procedure. An employee filing a formal appeal shall do so in accordance with the following:

1. Department Review. The appeal shall be presented in writing to the employee's department head who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the

employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the department head, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review. The City Manager or a designated representative shall discuss the grievance with the employee. The City Manager may designate a fact finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) working days of the appeal.

   If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Council. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the City Manager, the appeal shall be deemed to have been abandoned and terminated.

3. Appeal to the City Council. On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the meeting. Unless incapacitated, the employee making the appeal shall appear personally at the hearing.

   After conducting any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify the findings. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

   If due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person of their choosing in preparing and presenting the grievance at any level of review.

3. The employee shall be assured freedom from reprisal for using the grievance procedures

ARTICLE 23 - JURY DUTY

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

ARTICLE 24 - INSPECTION PRIVILEGES/POSTING OF NOTICES

A. With City approval, authorized agents of the Association shall have access to City premises during work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday for purposes of adjusting disputes, investigating working conditions and such other matters as may be needed. Access shall be conducted so as not to interfere with the conduct of City services and safety or security standards.

B. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by an authorized Association representative and a copy provided to the City Manager.

ARTICLE 25 - SAFETY AND HEALTH

The City will provide protective devices, safety apparel, equipment and facilities pursuant to applicable regulations or laws. Employees shall utilize such protective devices, safety apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

ARTICLE 26 - WORK BY MANAGEMENT PERSONNEL

It is agreed that management personnel will not perform work which is normally performed by employees covered in this MOU. Management and/or supervisory personnel may

perform any work required or directed in the event of an emergency or to assure that a department is meeting its service goals.

ARTICLE 27 - NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, disability, or Association or non-Association activities.

ARTICLE 28 - SAVINGS PROVISION

If any provision(s) of this Memorandum of Understanding are held contrary to law, such provision(s) shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect. On occurrence of such an event, the parties shall meet and confer in good faith as soon as practical to renegotiate only the invalidated provision(s).

ARTICLE 29 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from October __, 2017 through September 30, 2018 and from year to year thereafter unless one party serves notice on the other.

ARTICLE 30 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment and shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, renegotiate any part or provision of this MOU, during its term.

Any prior or existing Memorandum of Understanding between the parties, past practices or conflicting rules and regulation regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Mid-Management Employee Association on the 13th day of June, 2018.

BY: Karla Ferguson
Association Representative

BY: MaryLou Mendoza
Association Representative

Accepted for submittal to the City Council on the ____ day of _____, 2018.

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

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ___ day of _____, 2018.

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

ADDENDUM A

Mid Management Salary Schedule
October 2017
1% COLA

Position	A	B	C	D	E
Accountant	4,547	4,774	5,013	5,264	5,527
Accounting Tech	3,601	3,781	3,970	4,168	4,377
Administrative Coordinator	6,596	6,926	7,272	7,636	8,018
Assistant Planner (v)	5,672	5,956	6,254	6,566	6,895
Facilities Manager- WW	6,065	6,368	6,687	7,021	7,372
Facilities Manager-WD	6,065	6,368	6,687	7,021	7,372
Facilities Manager-Field	6,065	6,368	6,687	7,021	7,372
Grant Writer (v)	4,547	4,774	5,013	5,264	5,527
Management Analyst/s	4,547	4,774	5,013	5,264	5,527

Accountant – effective 1st pay-period July 2018

Accounting Tech – will become vacant

Facilities Manager WD (Water Distribution) reclassification effective 1/29/18

Facilities Manager Field – reclassification effective 5/15/18

RESOLUTION NO. 2018-30

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MANAGER'S SERIES EMPLOYEES

Effective
October 2017

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ARTICLE I
GENERAL PROVISIONS

1.1 **Application**

1.1.1 This Resolution applies to the following management employees:

Building Official
Environmental Services Manager
Human Resource Manager
Public Works Superintendent

1.2 **Term**

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from October 2017 through September 2018.

ARTICLE II COMPENSATION

2.1 **Salary**

2.1.1 The salary schedule for employees covered by this Resolution are set forth in Exhibit A.

2.1.1. Salary ranges will be established based on results of a market survey and the consolidation of existing paid benefits into salary as specified in Article II and Article III below.

2.2 **Administrative Leave**

2.2.1 All employees covered by this Resolution shall receive 10 days administrative leave per fiscal year beginning July 1st. Actual accrual occurs in the same manner as sick leave. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave except as provided below:

2.2.2 Each employee may request in advance of accrual and receive Administrative time off which has not been accrued, and if the employee separates from employment before the time is accrued, the amount will be deducted from vacation time on the books or in cash.

2.2.3 If employee would like to cash in his or her administrative leave time, they may cash in up to twenty-seven hours (27) must be accrued and on the books at the time the request is made.

2.2.4 No employee may carry over any administrative leave balance past June 30 each year. (Carry over is accepted while cash out is frozen.)

2.3 **Cellular Phones.**

2.3.1 Cellular Phones. Employees covered by this Resolution are entitled to use a cellular telephone to conduct City business and emergencies.

2.4 **Deferred Compensation.**

2.4.1 The City of Winters contributes 4% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer paid deferred compensation is frozen at this time.)

2.5 **CALGOVEBA**

All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). All employees agree to the contributions based on each pay period:

Salary reduction: Contribution:

Employee Category	Mandatory Contribution
0-7 Years of Service	$12.50 per pay period
8 + Years of Service	$50.00 per pay period

2.6 **Social Security.**

Employees are required to participate in Social Security. The City shall pay the employer costs as determined by the applicable rules and regulations. The employee shall pay their portion of Social Security as determined by the rules and regulations.

2.7 **State Unemployment Insurance (SUI).**

2.7.1 The City shall pay all State Unemployment Insurance costs.

2.8 **Longevity Incentive.**

2.8.1 An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

2.9 **Uniform**

2.9.1 The City shall provide uniform service and two pairs of OSHA approved safety shoes every year.

ARTICLE III MEDICAL AND RELATED BENEFITS

3.1 **Medical Insurance**

3.1.1 The City shall make available to all covered employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

3.1.2 The City shall contribute up to the following amounts towards employee cafeteria plan to include cost coverage of health, dental and any other optional insurance plan that is offered by the City of Winters. The City agrees to pick up the increase in dental and health premiums when they go into effect January 1, 2013. The City of Winters will pay for the vision plan with MES Vision for all employees. Dependent cost must be paid for by employee.

Employee plus family up to $2,236/mo. Depending on size of family and choice of plan.

3.1.3 Employees providing proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $650 per month.

3.2 **Dental Insurance**

3.2.1 For all employees covered by this Resolution the City shall provide coverage in the City's dental insurance program for the employee and any eligible dependents. The benefit shall be paid by the cafeteria amount and the employee to pay a deductible or co-pay.

3.3 **Long Term Disability Insurance**

3.3.1 The City shall provide to all employees covered by this Resolution coverage in the long term disability insurance plan. Employer paid.

3.4 **Life Insurance**

3.4.1 The City shall maintain in effect life insurance for all employees covered by this Resolution in the amount of $30,000 of coverage. Employer paid. Employer will look in to cost of increasing coverage at open enrollment.

ARTICLE IV LEAVES

4.1 **Holidays**

4.1.1 Employees shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Half Day Good Friday	The Day after Thanksgiving Day
Memorial Day	December 24th (Christmas Eve)
Independence Day	December 25th (Christmas Day)

Cesar Chavez Day (Recognized Only – Monday through Friday)

4.1.2 In addition, each management employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off, the employee will forfeit their floating holiday credit.

4.1.3 If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

4.2 **Vacation Leave**

4.2.1 Each employee shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

Years of Service	Vacation Leave Earned Annually
0 through 3 years	12 days
4 through 6 years	15 days
7 through 9 years	17 days
10 through 12 years	20 days
13 through 16 years	22 days
17 through 22 years	25 days
23 through plus years	27 days

4.2.2 Upon approval of the City Manager, employees may, at his/her request unused vacation leave hours paid directly to him/her at their regular hourly rate of pay, but must leave one weeks vacation time on the books. 4.2.3

4.2.3 Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All employees shall take at least one (1) week {5 straight working days} away from the job each year.

4.2.4 An employee separated from City service shall be compensated for vacation hours on the books.

4.3 Sick Leave

4.3.1 Represented full-time employees earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. Employees with 15 years of service with the City will receive ½ cash out, up to 500 hours.

4.3.2 If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

4.3.3 An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the forty-eight/fifty-four (48 or 54 on 9/80 schedule) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

4.3.4 The City has implemented a Sick Leave Incentive Program for all employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employees to be eligible for the Sick Leave Incentive, they must not have used more than forty-eight hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses

shall not be counted as part of the forty-eight/fifty-four (48/54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

4.4 **Catastrophic Illness or Injury**

4.4.1 Full-time employees may donate portions of their vacation or administrative leave balances to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

ARTICLE V RETIREMENT

5.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement. Employees shall join the PERS System as a classic or PEPRA Member.

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 with no previous PERS service or break in service and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

5.12 The City will continue to pay the employer's share and the employee shall pay the employee rate to the retirement system.

5.1.3 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965 to miscellaneous category of eligible employees.

5.1.4 The City shall maintain the PERS single highest year option for miscellaneous category of eligible employees.

ARTICLE VI OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

6.1 Other Compensable Items Not Set Forth Herein

6.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Winters at the rate applicable on October 2017 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Accepted for submittal to the City Council on the ___ day of _____, 2018.

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

Approved by the City of Winters Mid-Management Employee Association on the 13 day of June, 2018.

BY: _____
Association Representative

BY: _____
Association Representative

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2018.

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

EXHIBIT A
MONTHLY SALARY RANGES

CITY OF WINTERS
EXEMPT MANAGER'S SALARY SCHEDULE
OCTOBER 2017
1% COLA

Position	A	B	C	D	E
Building Official	6,558	6,886	7,230	7,592	7,971
Environmental Services Manager	6,558	6,886	7,230	7,592	7,971
Human Resource Manager	6,558	6,886	7,230	7,592	7,971
Public Works Superintendent	6,558	6,886	7,230	7,592	7,971

*** Human Resource Manager - Salary Effective Upon Hire**

RESOLUTION NO. 2018-31

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MANAGEMENT (DEPARTMENT HEAD) EMPLOYEES

Effective
October 2017

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ARTICLE I
GENERAL PROVISIONS

1.1 **Application**

1.1.1 This Resolution applies to the following management employees:

Director of Administrative Services
Director of Community Development (vacant)
Director of Financial Management
Fire Chief
Housing Manager
Police Chief

1.2 **Term**

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from October 2017 through September 30, 2018.

ARTICLE II COMPENSATION

2.1 **Salary**

2.1.1 The salary schedule for employees covered by this Resolution are set forth in Exhibit A.

2.1.1. Effective October 2017, salary ranges will be established based on Cost of Living and merit based raises.

2.2 **Administrative Leave**

2.2.1 All employees covered by this Resolution shall receive 12 days administrative leave per fiscal year beginning July 1st. Actual accrual occurs in the same manner as sick leave (one (1) nine (9) hour day each month). This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave except as provided below:

2.2.2 Each employee may request in advance of accrual and receive Administrative time off which has not been accrued, and if the employee separates from employment before the time is accrued, the amount will be deducted from vacation time on the books or in cash.

2.2.3 If employee would like to cash in his or her administrative leave time, they may cash in up to twenty-seven hours (27) must be accrued and on the books at the time the request is made.

2.2.4 No employee may carry over any administrative leave balance past June 30 each year. (Carry over is accepted while cash out is limited to anything under 63 hours.)

2.3 **Cellular Phones.**

2.3.1 Cellular Phones. Employees covered by this Resolution are entitled to use a cellular telephone to conduct City business and emergencies.

2.4 **Deferred Compensation.**

2.4.1 The City of Winters contributes 7% of employee individual salary in to a deferred compensation contribution plan. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers four deferred compensation providers from which employees may select. An employee who has increased their personal contribution into a Deferred Compensation plan the City will contribute $500 annually. (Employer paid deferred compensation is frozen at this time.)

2.5 **CALGOVEBA**

All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). All employees agree to the contributions based on each pay period:

Salary reduction: Contribution:

Employee Category	Mandatory Contribution
0-10 Years of Service	$150 per pay period
11-17 Years of Service	$200 per pay period
18-25 Years of Service	$225 per pay period
25 + Years of Service	$250 per pay period

Terminal/Annual Leave Contribution:

Employee Category	Mandatory Contribution
0-5 Years of Service	50% value of leaves
6-10 Years of Service	75% value of leaves
11-20 Years of Service	75% value of leaves
20+ Years of Service	90% value of leaves

2.6 **Social Security.**

Employees are required to participate in Social Security. The City shall pay the employer costs as determined by the applicable rules and regulations. The employee shall pay their portion of Social Security as determined by the rules and regulations.

2.7 **State Unemployment Insurance (SUI).**

2.7.1 The City shall pay all State Unemployment Insurance costs.

2.8 **Longevity Incentive.**

2.8.1 An employee who has completed five (5) consecutive years employment is eligible to receive a lump sum amount equal to one-half (1/2) month's base wage payable at the beginning of the sixth (6th) year and each year thereafter until the employee leaves City employment.

ARTICLE III MEDICAL AND RELATED BENEFITS

3.1 **Medical Insurance**

3.1.1 The City shall make available to all covered employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

3.1.2 The City shall contribute up to the following amounts towards employee cafeteria plan to include cost coverage of health, dental and any other optional insurance plan that is offered by the City of Winters. The City agrees to pick up the increase in dental and health premiums when they go into effect throughout the duration of this MOU. The City of Winters will pay for the vision plan with MES Vision for all employees. Dependent cost must be paid for by employee.

Employee plus family up to $2,506/mo. Depending on size of family and choice of plan.

3.1.3 Employees providing proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $735 per month.

3.2 **Dental Insurance**

3.2.1 For all employees covered by this Resolution the City shall provide

coverage in the City's dental insurance program for the employee and any eligible dependents. The benefit shall be paid by the cafeteria amount and the employee to pay a deductible or co-pay.

3.3 **Long Term Disability Insurance**

3.3.1 The City shall provide to all employees covered by this Resolution coverage in the long term disability insurance plan. Employer paid.

3.4 **Life Insurance**

3.4.1 The City shall maintain in effect life insurance for all employees covered by this Resolution in the amount of two-times employee's annual salary. Employer paid.

ARTICLE IV LEAVES

4.1 **Holidays**

4.1.1 Employees shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Half Day Good Friday	The Day after Thanksgiving Day
Memorial Day	December 24th (Christmas Eve)
Independence Day	December 25th (Christmas Day)

Cesar Chavez Day (Recognized Only – Monday through Friday)

4.1.2 In addition, each management employee shall receive two (2) floating holidays per year. If an employee fails to take their floating holidays off, the employee will forfeit their floating holiday credit.

4.1.3 If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

4.2 **Vacation Leave**

4.2.1 Each employee shall earn paid vacation leave on a monthly basis at each pay period during the month. Vacation time shall be prorated in any partially worked month and the accrual rate shall be effective on the first day beginning the new benchmark year.

Years of Service	Vacation Leave Earned Annually
0 through 3 years	12 days
4 through 6 years	15 days
7 through 9 years	17 days

10 through 12 years	20 days
13 through 16 years	22 days
17 through 22 years	25 days
23 through plus years	27 days

4.2.2 Upon approval of the City Manager, employees may, at his/her request cash in their unused vacation leave hours paid directly to him/her at their regular hourly rate of pay, but must leave one weeks vacation time on the books.

4.2.3 Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30th of each fiscal year if not used. All employees shall take at least one (1) week {5 straight working days} away from the job each year.

Side letter of agreement with employees over 500 hours.

4.2.4 An employee separated from City service shall be compensated for vacation hours on the books.

4.3 Sick Leave

4.3.1 Represented full-time employees in this Association earn and accumulate sick leave at the rate of one (1) day (8 hours/9 hours for employees working a 9/80 alternative work schedule) per month for each calendar month of service. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. Employees in service 15 or more years will receive ½ cash out, up to 500 hours. Remaining hours after the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

4.3.2 If an employee is absent from work for more than three (3) consecutive days, evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's sick leave absence.

4.3.3 An employee may take five (5) days off of Sick Leave for bereavement which shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall

be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

4.3.4 The City has implemented a Sick Leave Incentive Program for all employees. The Sick Leave Incentive shall be one percent (1%) of an employee's base annual salary. The Sick Leave Incentive shall be paid during the first week of December.

For employees to be eligible for the Sick Leave Incentive, they must not have used more than forty-eight hours of sick leave between December 1 and November 30. Sick Leave used for work related injuries or illnesses shall not be counted as part of the fifty-four (54) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave. The effective date for determination of work related injuries or illnesses shall be based upon a medical report.

4.4 **Catastrophic Illness or Injury**

4.4.1 Full-time employees may donate portions of their vacation or administrative leave balances to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

ARTICLE V RETIREMENT

5.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement either as a classic or PEPRA Member.

5.1.2 The formulas in effect are:

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.
Safety employees hired before 2012 will receive a 3% @ 55, with a three year average compensation formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code Section 7522.04(f) will receive a 2% @ 55.
Safety employees hired in 2012 will receive a 2% @ 50, with a three year average compensation formula.

Tier Three Retirement Formula
Miscellaneous employees hired after January 1, 2013 with no previous PERS service or break in service and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

Safety employees hired after January 1, 2013 will receive a 2.7% @ 57, with a three year average compensation formula.

The City shall pay the employer rate and the employee shall pay the employee rate for Miscellaneous.
The City shall pay the employer rate and the employee shall pay the employee rate for Safety Employee.

5.1.3 The City will continue to pay the employer's share to the retirement system.

5.1.4 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965 to miscellaneous category of employees who are eligible.

5.1.5 The City shall maintain the PERS single highest year option for miscellaneous category of employees who are eligible.

ARTICLE VI PUBLIC SAFETY DIRECTORS

6.1 Special Provisions for Public Safety Directors.
Public Safety Directors covered by this Resolution shall have separate provisions regarding retirement, vehicle use, uniform allowance and holiday time use.

6.1.1 Police Chief. The Chief of Police shall receive the same safety retirement benefits and uniform allowance as provided to safety personnel. The City of Winters shall provide a City vehicle for use by the Chief of Police.

ARTICLE VII OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

7.1 Other Compensable Items Not Set Forth Herein

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Winters at the rate applicable on July 1, 2016 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Accepted for submittal to the City Council on the 13th day of June, 2018.

BY: _____
Association Representative

BY: _____
Association Representative

Accepted for submittal to the City Council on the ___ day of _____, 2018.

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

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the ____ day of _____, 2018.

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

EXHIBIT A
MONTHLY SALARY RANGES

CITY OF WINTERS
EXEMPT SALARY SCHEDULE
OCTOBER 2017
1% COLA

Position	**A**	**B**	**C**	**D**	**E**
Director of Administrative Services	8,455	8,877	9,321	9,787	10,277
Director of Community Development (v)	8,455	8,877	9,321	9,787	10,277
Director of Financial Management	8,455	8,877	9,321	9,787	10,277
Fire Chief	8,455	8,877	9,321	9,787	10,277
Housing Manager	8,455	8,877	9,321	9,787	10,277
Police Chief	8,560	8,988	9,437	9,909	10,404

Effective July 2018 (first pay period)

Police Chief	8,988	9,437	9,909	10,405	10,925

CITY OF WINTERS

ACCOUNTANT

DEFINTION

To perform a variety of accounting functions. Under minimal supervision, performs technical and highly detailed work in the preparation, review, and processing of payroll records, accounts payable, utility billing, documents and related materials.
Reports directly to Director of Financial Management.

EXAMPLES OF DUITES–

Duties may include, but are not limited, the following:
Participate in accounting tasks related to the maintenance of the City's financial record keeping reporting, and control systems.

Reconcile and balance various records and ledgers, investigate discrepancies and make appropriate adjustments according to existing policies and regulations governing the agency's fiscal record-keeping system.

Perform a variety of accounting activities including detailed calculations, record-keeping and reconciliation in various accounting areas. Prepare for approval of standard and adjusting journal entries.

Gather and compile a variety of numerical data and prepare statistical and financial reports for distribution internally and to outside agencies such as federal, state, and other local agencies.

Process and produce the City's bi-weekly payroll and perform related activities, which include: review and verification of payroll documents, data entry for payroll records and information, maintenance of payroll records, and preparation of various payroll related reports.

Monitor and ensure timely payment of all mandated state and federal payroll taxes; process bi-weekly payments for automatic deposits, deferred compensation, and other benefit plan payments.

Perform related duties as assigned.

Responsibilities include providing supervision of assigned staff.

MINIMUM QUALIFICATIONS

Skills/Abilities:

Prepare complex financial and statistical reports; maintain and reconcile financial transactions records, ledgers, and journals. Understand transactions and relationships among accounting documents; detect fiscal record keeping errors rapidly and efficiently.

Write reports, business correspondence, documentation, and effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Perform detailed numerical work with speed and accuracy.

Work independently with minimal supervision, utilizing sound judgment in the course of work.

Operate a standard computer with working knowledge of analytical spreadsheets, standard office software and equipment, including Microsoft Excel and 10-key calculator.

Communicate effectively both verbally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Knowledge of:
Generally accepted accounting principles and their application, with experience in governmental accounting principles and procedures.

Federal, state and Fair Labor and Standard Act rules and regulations related to payroll.

Principles of automated information systems and methods, including spreadsheets and other accounting and business software.

Modern office practices, procedures, methods, and equipment.

Experience and Education:
Any combination of experience and education of training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:
At least two years relevant experience in municipal fund accounting and reporting, computer applicants, ADP payroll experience desirable.

Education:
College-level training in accounting and business, equivalent to a Bachelor's degree or a closely related field.

CITY OF WINTERS

COMMUNITY SERVICES OFFICER I
COMMUNITY SERVICES OFFICER II

DEFINTION

To perform a variety of routine, non-hazardous and non-sworn law enforcement office and field work. Community Services Officers [CSO] may be assigned to Records, Investigations, Property & Evidence, Crime Prevention, Parking Enforcement, Patrol, Traffic, or Crime Analysis.

DISTINGUISHING CHARACTERISTICS

Community Services Officer I: This is the entry level class in the Community Services Officer series. This class is distinguished from the Community Services Officer II by the performance of the more routine tasks and duties assigned to workers in this series. Employees at this level are not expected to perform with the same independence of direction and judgment on matters related to established procedures and guideline as are positions allocated to the II level. Since this class is typically used as a training class, employees may have only limited or non directly related work under immediate supervision while learning job tasks.

Community Services Officer II: This is the full journey level class within the Community Services Officer series. This class is distinguished from the Community Services Officer I by the assignment of the full range of duties assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and they are fully aware of the operating procedures and policies within the work unit. Positions in this class are flexibly staffed and are normally filled by advancement from the I level.

SUPERVISION RECEIVED AND EXERCISED

Community Services Officer I

Immediate Supervision is provided by the Police Services Manager, or his/her designee. Technical or functional supervision may be provided by a higher level of police personnel. Assignments may include indirect supervision of civilian personnel.

Community Services Officer II

General Supervision is provided by the Police Services Manager, or his/her designee. Technical or functional supervision may be provided by a higher level of police personnel. Assignments may include indirect supervision of civilian personnel.

EXAMPLES OF DUTIES-

These examples are intended only as illustrations of the various types of work performed. The examples of work performed are neither restricted to nor all-encompassing of the duties to be performed under this job title.

WHEN ASSIGNED TO RECORDS

1. Answer telephones and provide counter assistance to the public; provide a variety of information regarding services, permits, release of records, department policies and procedures, etc. Receive, open and distribute department mail.
2. Maintain confidential files, process and file routine reports and correspondences, perform general clerical duties using computers, Microsoft Office, Record Management Systems [RMS], CAD Computers, and other database programs.
3. Copy and release requested reports as appropriate in compliance with established confidentiality rules and regulations; collect appropriate fees.
4. Research, maintain and log a variety of documents, statistics and information as required by the City and other government agencies; review crime and arrest reports and other documents and record appropriate information.
5. Enter and receive information from California Law Enforcement Telecommunications System (CLETS) in strict compliance with applicable rules, regulations and procedures.
6. Process, distribute and file arrest, crime, disposition and other reports/documents as appropriate; accumulate data and prepare monthly statistical reports.
7. Distribute, purge and destroy criminal history information using guidelines set by the Department of Justice and the Police Department.
8. Process court orders and voluntary bookings. Provide Live Scan fingerprinting to the general public.
9. Process and cancel warrants and subpoenas. Run name checks and warrant checks for Officers and other agencies.
10. Perform related work for other departments, as assigned.

WHEN ASSIGNED TO PROPERTY & EVIDENCE

1. Assist in crime scene identification activities. Perform fingerprinting, photographing, and log duties.
2. Assist in the collection, preservation and transportation of evidence.
3. Maintain chain of custody records. Inventory and release evidence and property in accordance with the law.

WHEN ASSIGNED TO CRIME PREVENTION

1. Research modern methods of crime prevention as practiced through the law enforcement community. Develop program outlines and materials for presentations to neighborhood and community groups.
2. Identify and coordinate various resources on both a statewide and local level. Develop working relationships with other city departments to ensure the

department subscribes to the principles of crime prevention through environmental design.

3. Work with sworn, civilian, cadet, and volunteer staff to assist with developing program outlines and materials for presentations to neighborhood and community groups and implementation.
4. Engage the public through the use of social media, Department web page, and print to disseminate crime prevention strategies and materials

WHEN ASSIGNED TO PARKING ENFORCEMENT

1. Patrol limited-time parking on City streets and parking lots. Issue citations or warning notices for California Vehicle Code or City Ordinance parking violations.
2. Assist with abandoned vehicle abatement. Patrol streets for abandoned parked vehicles and mark them as needed. Conduct follow-up to determine additional enforcement needed, including towing vehicles.
3. Keep records and logs. Prepare reports as needed.

WHEN ASSIGNED TO PATROL

1. Respond to criminal calls for service not in progress and suspect(s) is not known. Investigate routine crimes and prepare appropriate reports.
2. Assist in police officers at scene investigations and evidence collection.
3. Perform traffic control at special events or incidents.
4. Assist the public to contact the most effective resources for both enforcement resources, criminal questions, and civil law questions.

WHEN ASSIGNED TO CRIME ANALYSIS

1. Collect pertinent data from police reports and input data into a computer database or spreadsheet.
2. Assist in producing monthly, quarterly and yearly crime statistics reports.
3. Assist in analyzing statistical data to develop crime patterns.
4. Work with supervisors and investigators to re allocate resources when appropriate.

MINIMUM QUALIFICATIONS

Community Services Officer I

Knowledge of:
Office and telephone procedures and practices. Customer relations and service skills. Modern office equipment, practices, and procedures.

Ability to:
Acquire through training, knowledge of contemporary and approved principles, practices, and procedures of police work, state laws, and City ordinances first

aid; acquire, through training, knowledge of the geography and demographics of the City and common law enforcement issues.

Work independently with little or no supervision. Work flexible shifts based on the staffing needs of the department. Learn and strictly follow the regulations, procedures, and policies related to the maintenance, release, and processing of police records and information.

Learn the proper procedures, rules and regulations for entering and retrieving information from CLETS.

Handle numerous activities at once (i.e., phone calls, receive visitors) effectively and pleasantly.

Perform clerical work involving the use of independent judgment and requiring speed and accuracy. Type accurately at a speed of 40 words per minute.
Use good written and verbal skills, using good English grammar and diction.
Compile information and prepare reports accurately and efficiently.

Use good interpersonal skills, including dealing politely and effectively with citizens who may be emotionally upset, excited, or distraught. Think and act quickly, calmly, and appropriately in emergency situations.

Establish and maintain harmonious working relationships with department personnel, supervisors, other City employees, and the general public.

Education and Experience:
Graduation from high school or equivalent. Clerical, typing, computer experience and bilingual abilities preferred.

Necessary Special Requirements:
Possession of a valid Class C California Driver's License.

Possession of or ability to obtain a CLETS certification.

Community Services Officer II

In addition to the requirements for Community Services Officer I:

Knowledge of:
Interactions between municipal law enforcement agency policies, procedures and practices.

Effective communication tactics under pressure, especially listening skills, record keeping and report writing; methods of public contact associated with

compliance, collections, and investigative work; and of principles of supervision and training.

Ability to read, comprehend, interpret, explain and apply City Codes and related laws and legal documents; to effectively plan, organize and carry out work independently.

Use proper judgment in determining the degree of compliance with various laws; to communicate tactfully, diplomatically and firmly with the public in difficult situations; prepare clear, concise, oral and written reports; to organize and maintain accurate and thorough records.

Establish and maintain cooperative and effective relationships with those contacted in the course of work; and to lead direction and training of others.

Ability to:
Navigate a wide variety of specialized programs.

Problem solve using a variety of resources and present the best option to supervisors.

Apply knowledge learned through specialized training programs to a variety of situations

Experience and Education
Any combinations of experience and education or training that would provide the required knowledge and abilities are qualifying. A typical way to obtain the required knowledge and abilities would be:

> **Experience:**
> Two years of experience in area of assignment equivalent to the Community Services Officer I in the City of Winters or another law enforcement agency. Clerical, typing, computer experience and bilingual abilities preferred.
>
> **Education:**
> Equivalent to the completion of an Associate Degree in a Criminal Justice or related field.

License or Certificate:
Possession of a valid Class C California Driver's License.
Possession of or ability to obtain a CLETS certification.
Possession of or ability to obtain a Crime Scene Investigator Basic Certificate
Possession of or ability to obtain a Crime Prevention Officer Basic Certificate

Possession of or ability to obtain a Property/ Evidence Officer Basic Certificate

SELECTION PROCESS

Prompt application is encouraged. Applicants are requested to provide thorough yet concise information on their related work experience and education to ensure correct and accurate evaluation of their qualifications. Based upon the information presented in the application materials, a limited number of candidates with qualifications most pertinent to this position will be invited to participate in the selection process. Any or all of the following testing procedures will be used: written test, practical skills examination and oral board interview. Results of the testing procedure will be used to establish an employment list that will be valid for up to one year or until exhausted. Appointment is subject to any and or all of the following: Chief's interview, extensive background investigation, finger-printing, records check (DOJ, FBI and DMV), comprehensive physical examination (including drug screen), EKG stress testing, psychological evaluation.

A probationary period of one year must be satisfactorily completed before permanent employment status can be obtained.

CITY OF WINTERS

HUMAN RESOURCES MANAGER

DEFINITION

Under direction of the City Manager, to plan, organize and perform complex human resources functions and programs, including, but not limited to, recruitment and selection, classification and compensation, risk management, safety, staff training, labor relations, employee/employer relations, benefits, and policy and procedure development.

SUPERVISION EXERCISED

May exercise indirect supervision over technical and/or support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Administer and perform professional and technical duties related to human resources functions and programs including recruitment and selection, classification and compensation, risk management, safety, staff training, and employee/labor relations. Prepare related documentation, including recruitment materials, job descriptions, training materials, draft contracts, and salary and benefits surveys.

Monitor and evaluate the efficiency and effectiveness of human resources services and delivery. Develop, recommend and implement new or revised human resources goals and objectives, programs, systems, policies, procedures, and methods of operation to improve efficiency and effectiveness.

Administer employee benefits programs, including medical, dental, retirement, vision and life insurance. Act as a liaison with department directors, supervisors, employees, and risk management.

Participate in the preparation and administration of assigned budgets; maintain and monitor appropriate budgeting and expenditure controls.

Confer with and advise management personnel and other employees on a variety of personnel issues, including performance evaluation, discipline, grievance procedures, interpretation of personnel policies, rules and procedures, and other related matters.

Research, collect, compile, and analyze information from various sources on a variety of specialized human resources topics; prepare comprehensive technical records,

reports, and summaries to present and interpret data, identify alternatives, and make and justify recommendations. Present reports and recommendations to the City Council.

Serves as staff liaison to the Joint Powers Insurance Authority and such other boards and commissions as assigned.

Participate in labor relations activities, including contract negotiations, and meet and confer sessions; prepare background materials for labor negotiations, draft MOU language and correspondence to association representatives. Receive, analyze, and resolve employee grievances.

Conduct disciplinary and other investigations and recommend a course of action; prepare draft actions (reprimand, suspension or termination); consult with legal staff on actions; present action to department director. Review ADA requests and provide recommendations.

Coordinate human resources activities with those of other City departments and offices; provide staff assistance to the City Manager and City Council.

Serve as a liaison with employees, public and private organizations, community groups, and other organizations; provide information and assistance regarding human resources programs and services; receive and respond to complaints and questions relating to human resources; review problems and recommend corrective actions.

Monitor legislation and analyze proposed legislation to determine impact on human resources operations and programs.

As a member of the City Manager's office, periodically coordinates and/or participates in special projects and tasks that are administrative in nature in support of department and city-wide programs and services.

OTHER JOB RELATED DUTIES

Coordinate and participate in a variety of special projects, including research of new programs and services in areas outside of human resources.

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Principles, methods and practices utilized in public sector human resources administration, including recruitment and selection, job analysis, classification, compensation, risk management, employee benefits, personnel record keeping and training and organizational development.

Applicable federal, state and local laws and regulations and precedent court decisions regarding equal employment opportunity, employee health and safety, collective bargaining and labor relations, including Civil Rights Act, Americans with Disabilities Act, Family Medical Leave Act, California Family Rights Act, Pregnancy Disability leave, Fair Labor Standards Act, Sexual Harassment, Age Discrimination in Employment Act, Worker's Compensation, and Drug Free Workplace Act.

Principles and practices of budget development, preparation, and expenditure control.

Principles and practices of public sector labor relations administration including interpretation and application of negotiated agreements, employer employee relations practices, meet and confer obligations and progressive discipline.

Principles and methods for investigating and resolving grievances and complaints.

Organizational and management practices as applied to the analysis, evaluation, development and implementation of human resources programs, policies and procedures.

Principles and practices of performance management, including performance planning and evaluation.

Techniques of effective recruitment and selection.

Research and reporting methods, techniques, and procedures.

Sources of information related to a broad range of human resources programs, services, and functions.

Public relations techniques and methods.

Modern office practices, methods, and computer equipment.

Principles and procedures of financial and statistical analysis.

Skill to:
Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

Ability to:
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of human resources goals.

Research, analyze, and evaluate human resources programs, policies, and procedures.
Prepare clear, concise, complete and accurate correspondence and reports on a variety of human resources and administrative issues.

Independently perform the full range of responsible and difficult analytical and administrative work involving the use of independent judgment and personal initiative.

Effectively plan, direct and administer a variety of human resources programs, functions, and administrative activities.

Plan, organize, and carry out assignments from management staff with minimal supervision and direction.

Conduct research on a wide variety of human resources and administrative topics.

Communicate clearly and concisely, both orally and in writing.

Make effective presentations to various committees, the City Council, and the public.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work, including employees, supervisors, department directors, bargaining group representatives, elected officials, outside agencies and members of the public.

Interpret and apply complex policies, procedures, memoranda of understanding, and other human resource materials.

Understand and address a variety of interests in the development of programs and resolution of problems, deal effectively with conflict, and develop consensus.

Prepare and administer a budget.

Develop and administer valid employment examinations from available resources in compliance with regulatory guidelines.

Collect, organize and analyze a variety of information and data.

Minimum Qualifications:

Experience:
Four years of increasingly responsible professional human resources experience involving recruitment, selection, classification, compensation, benefits, and/or employee/labor relations. Experience in a public sector organization is preferred.

Training:
Bachelor's degree from an accredited college or university with major course work in public administration, human resources management, or a related field.

License or Certificate:
Possession of a valid driver's license.

Special Requirements:
Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to travel to different sites and locations.

CITY OF WINTERS

RECORDS AND INFORMATION MANAGER/CITY CLERK

DEFINITION

To plan, organize, and review the activities and operation of Records Management, City Clerk, coordinate assigned activities with City Council, Intranet and IT oversight and recreation. Coordinate assigned activities with other City departments and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Manager.
Work is conducted primarily in an office setting. It includes pressure generated by frequent interruptions, deadlines, complaints and volumes of work. Required attendance at meetings which are conducted in the evening. May also include occasional weekend or irregular hours.

PHYSICAL DEMANDS

Work may include prolonged sitting, as well as moderate lifting, carrying reaching, stooping, pulling and pushing activities; manual dexterity; clear speech; and visual and hearing acuity.

DISTINGUISHING CHARACTERISTICS

It requires a considerable degree of initiative, independent judgment and tact in dealing with confidential and sensitive matters.

ESSENTIAL JOB FUNCTIONS –

Duties may include, but are not limited to, the following:

Coordinate with other City departments and governmental agencies in the processing of a wide variety of documents.

Perform a wide variety of highly responsible, confidential and complex administrative clerical duties for the City Manager. Record, prepare, index and store minutes of City Council and Commission meetings and public hearings. Prepare, record, maintain and disseminate official City documents, notices, resolutions, ordinances, agreements and contracts. Respond to citizen complaints and requests for information. Work cooperatively with others.

Perform administrative office management duties including maintaining departmental calendars and appointment schedules;

Initiate and maintain a variety of manual and computerized filing and record keeping systems; telephone system, IT system and intranet, gather or trace information for preparation of periodic statistical, financial and operational reports. Maintain manuals and update resource materials.

Operate standard office equipment including computers, printers, and software including spreadsheets, data bases, file management, and word processing systems; adding machines, copiers, fax machines, and telephone system.

Make every reasonable effort to continually improve the manner in which the job is performed and increase the quality of service to the public.

Perform related duties as assigned.

OTHER JOB FUNCTIONS
Serve as department representative at a variety of interdepartmental and/or public meetings. May take notes and transcribe into finished document.

DESIRABLE QUALIFICATIONS

Knowledge and Abilities:
Perform difficult and responsible administrative and clerical work with speed and accuracy, including the concise and complete composition of correspondence and reports; maintain confidential data and information. Exercise tact and mature judgement in dealing with matters of a controversial or confidential nature in a variety of situations. Understand the organization and operation of the City and of outside agencies as necessary to safely and effectively perform the assigned duties.

Education and Experience:
Any combination equivalent to experience and education that would likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Education:
Equivalent to completion of the twelfth grade. Associate degree in Business Administration, Public Administration, Information Technology, English or a closely related field, including or supplemented by specialized administrative and/or clerical training is preferred.

Experience:
Four years of increasingly responsible administrative and clerical experience involving frequent contact with the public. Extensive transcription, composition and word processing experience necessary.

Other Requirements:
Ability to operate a keyboard with sufficient speed and accuracy to meet the needs of the job.

Require possession of a valid California Drivers License and a satisfactory driving record as a condition of initial and continued employment.

RESOLUTION NO. 2018-32

SALARY RANGES

CITY OF WINTERS

Effective
October 2017

City of Winters
Effective October 2017

	BENEFIT UNIT & POSITION	MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
MM	Accountant*	$4,547	$4,774	$5,013	$5,264	$5,527	$54,564	$66,323
MM	Accounting Technician**	$3,601	$3,781	$3,970	$4,168	$4,377	$43,208	$52,519
MI	Administrative Assistant (v)	$3,750	$3,938	$4,135	$4,341	$4,558	$45,002	$54,700
MM	Administrative Coordinator - Police Dept.	$6,596	$6,926	$7,272	$7,636	$8,018	$79,156	$96,214
MM	Assistant Planner (v)	$5,672	$5,956	$6,254	$6,566	$6,895	$68,066	$82,735
M	Buiding Official	$6,558	$6,886	$7,230	$7,592	$7,971	$78,695	$95,654
F	Captain - Fire	$6,401	$6,721	$7,058	$7,410	$7,781	$76,817	$93,371
E	City Clerk**					$80	$960	$960
E	City Council					$180	$2,160	$2,160
E	Mayor					$180	$2,160	$2,160
CON	City Manager					$12,092	$145,104	$145,104
P	Community Services Officer I**	$3,112	$3,267	$3,431	$3,602	$3,782	$37,342	$45,389
P	Community Services Officer II*	$3,812	$4,003	$4,203	$4,413	$4,634	$45,744	$55,608
P	Corporal	$5,335	$5,602	$5,882	$6,176	$6,485	$64,018	$77,814
DH	Director of Administrative Services**	$8,455	$8,877	$9,321	$9,787	$10,277	$101,457	$123,321
DH	Director of Community Development (v)	$8,455	$8,877	$9,321	$9,787	$10,277	$101,457	$123,321
DH	Director of Financial Management	$8,455	$8,877	$9,321	$9,787	$10,277	$101,457	$123,321
M	Environmental Services Manager	$6,558	$6,886	$7,230	$7,592	$7,971	$78,695	$95,654
C	Executive Asst. to City Manager (v)	$3,657	$3,840	$4,032	$4,234	$4,445	$43,887	$53,344
F	Engineer - Fire (v)	$5,670	$5,954	$6,251	$6,564	$6,892	$68,042	$82,705
MM	Facilities Manager- Field	$6,065	$6,368	$6,687	$7,021	$7,372	$72,781	$88,465
MM	Facilities Manager- Sewer	$6,065	$6,368	$6,687	$7,021	$7,372	$72,781	$88,465
MM	Facilities Manager-Water	$6,065	$6,368	$6,687	$7,021	$7,372	$72,781	$88,465
F	Fire Chief	$8,455	$8,877	$9,321	$9,787	$10,277	$101,457	$123,321
F	Firefighter	$5,438	$5,710	$5,995	$6,295	$6,610	$65,254	$79,317
MM	Grant Writer (v)	$4,547	$4,774	$5,013	$5,264	$5,527	$54,564	$66,323
DH	Housing Manager	$8,455	$8,877	$9,321	$9,787	$10,277	$101,457	$123,321
M	Human Resource Manager	$6,558	$6,886	$7,230	$7,592	$7,971	$78,695	$95,654

City of Winters
Effective October 2017

BENEFIT UNIT & POSITION		MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
P	Lieutenant (v)	$6,761	$7,099	$7,454	$7,827	$8,218	$81,131	$98,616
MI	Maintenance Worker - I	$2,591	$2,720	$2,856	$2,999	$3,149	$31,088	$37,787
MI	Maintenance Worker - II	$3,426	$3,597	$3,777	$3,966	$4,164	$41,111	$49,971
MI	Maintenance Worker - III - Senior	$4,163	$4,371	$4,590	$4,819	$5,060	$49,959	$60,725
MI	Maintenance Worker - IV - Field Sup	$5,064	$5,317	$5,583	$5,862	$6,155	$60,770	$73,866
MM	Management Analyst - Administration**	$4,547	$4,774	$5,013	$5,264	$5,527	$54,564	$66,323
MM	Management Analyst - Community Dev	$4,547	$4,774	$5,013	$5,264	$5,527	$54,564	$66,323
MI	Management Analyst - Building	$4,547	$4,774	$5,013	$5,264	$5,527	$54,564	$66,323
MM	Permit Technician (v)	$3,421	$3,592	$3,772	$3,960	$4,158	$41,050	$49,897
P	Police Chief	$8,560	$8,988	$9,437	$9,909	$10,404	$102,717	$124,853
P	Police Chief*	$8,988	$9,437	$9,909	$10,405	$10,925	$107,856	$131,100
P	Police Officer	$5,133	$5,389	$5,659	$5,942	$6,239	$61,594	$74,868
P	Corporal	$5,335	$5,602	$5,882	$6,176	$6,485	$64,018	$77,814
S	Lieutenant (v)	$6,761	$7,099	$7,454	$7,827	$8,218	$81,131	$98,616
S	Sergeant	$6,002	$6,303	$6,618	$6,949	$7,296	$72,029	$87,552
M	Public Works Superintendent	$6,558	$6,886	$7,230	$7,592	$7,971	$78,695	$95,654
M	Records and Information Manager	$6,065	$6,368	$6,687	$7,021	$7,372	$72,781	$88,465
MI	Records Clerk I**	$2,664	$2,798	$2,937	$3,084	$3,239	$31,973	$38,863
MI	Records Clerk II*	$2,928	$3,074	$3,228	$3,390	$3,559	$35,136	$42,708
MI	Recreation Coordinator (v)	$2,667	$2,801	$2,941	$3,088	$3,242	$32,009	$38,907
S	Sergeant	$6,002	$6,303	$6,618	$6,949	$7,296	$72,029	$87,552
	Treasurer**					$25	$300	$300

City of Winters
Effective January 2017

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

		Hourly Rate/Range
PT	Accountant	26.23-31.88
PT	Accounting Technician	20.77-25.25
PT	Administrative Assistant	21.63-26.30
PT	Administrative Coordinator - Police Dept.	38.05-46.26
PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	12.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Assistant Planner	32.72-39.78
PT	Building Inspector	30.00-40.00
PT	Captain - Fire	26.12-31.75
PT	Cashier	11.50-13.00
PT	Community Center Attendant	11.50 -16.00
PT	Community Service Officer Records	17.95-26.73
PT	Corporal	30.77-37.41
PT	Executive Asst. to City Manager	21.09-25.64
PT	Engineer - Fire	23.12-30.11
PT	Facilities Manager	34.99-42.53
PT	Firefighter	22.19-26.97
PT	Fire Secretary	18.50
PT	Grant Writer	26.23-31.88
PT	Human Resource Manager	37.83-45.98
PT	Intern	11.50-35.00

PT	Lieutenant	39.00-47.41

City of Winters
Effective January 2017

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

		Hourly Rate/Range
PT	Lifeguard I	11.75
PT	Lifeguard II	12.75
PT	Lifeguard III	13.75
PT	Lifeguard IV	14.75
	Maintenance Worker I	14.94-18.16
PT	Maintenance Worker II	19.76-24.02
PT	Maintenance Worker III	24.01-29.19
PT	Maintenance Worker IV	29.21-35.50
PT	Management Analyst	26.23-31.88
PT	Permit Technician	19.73-23.98
PT	Police Corporal	30.77-37.41
PT	Police Officer	29.61-35.99
PT	Pool Manager	18.75
PT	Project Management	11.50-35.00
PT	Records and Information Manager	34.99-45.53
PT	Reccords Clerk I	15.36-18.68
PT	Records Clerk II	16.89-20.53
PT	Recreation Leader I	11.75
PT	Recreation Leader II	12.75
PT	Recreation Leader III	13.75
PT	Recreation Leader IV	14.75
PT	Recreation Coordinator	15.24-18.52
PT	Sergeant	34.62-42.09
	Supervising Lifeguard	15.75

City of Winters

Key to Benefit Codes

C = Confidential
CON = Contract
DH = Department Head
F = Fire
E = Elected
M = Manager

MM = Mid Manager
MI = Miscellaneous
P = Police
PT = Part Time
S = Sergeamts

(v) = Vacant
* effective July 2018
** vacant effective July 2018

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%
Employee pays Employees Share of Safety Member Contribution of 9%

Modified May 16, 2017

Passed and adopted this 19th day of June, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WINTERS

_____

Wade Cowan, Mayor

ATTEST:

_____

Nanci G. Mills, City Clerk

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: June 19, 2018

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

FROM: Ethan Walsh, City Attorney

SUBJECT: Adoption of Ordinance 2018-02 Providing for Implementation of the Yolo HCP/NCCP, including Related Procedures and Fees

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RECOMMENDATION: Conduct public hearing, waive second reading and adopt Ordinance 2018-02, an Ordinance of the City Council of the City of Winters adopting Chapter 18.12 of the Winters Municipal Code providing for implementation of the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan, including related procedures and fees.

BACKGROUND: The Yolo Habitat Conservation Plan/Natural Communities Conservation Plan ("Yolo HCP/NCCP") has been developed to provide for the conservation of 12 sensitive species and the natural communities and agricultural land on which they depend, and to provide a streamlined permitting process to address the effects a range of future anticipated activities on those species. The Yolo HCP/NCCP was developed by the County of Yolo and the cities of Davis, Woodland, Winters, and West Sacramento (with the University of California, Davis, in an *ex officio* capacity) through the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency, known and referred to herein as the Yolo Habitat Conservancy ("Conservancy").

The purpose of this Ordinance is to provide for implementation of the Yolo HCP/NCCP in a manner that achieves, among other things, the following objectives:

(a) To protect, enhance, and restore natural communities and cultivated lands, including rare and endangered species habitat, and provide for the conservation of covered species within Yolo County;

(b) To replace of the current system of separately permitting and mitigating individual projects with a conservation and mitigation program, set forth in the Yolo HCP/NCCP, that comprehensively coordinates the implementation of permit requirements through the development of a countywide conservation strategy, including identification of priority acquisition areas in riparian zones or other locations with important species habitat;

(c) To provide for additional habitat conservation that is otherwise unlikely to take place in Yolo County and benefit both listed species and project proponents by ensuring a more efficient, effective approach to mitigation; and

(d) to ensure that the Conservancy, in its capacity as the implementing entity for the Yolo HCP/NCCP, collects the local development mitigation fees necessary to assist with plan implementation and all of the related objectives set forth above.

ANALYSIS: This Ordinance will allow for the implementation of the Yolo HCP/NCCP in the City, which was discussed in detail in the staff materials at the May 15 Council meeting. See the May 15 staff report for additional details.

FISCAL IMPACT: No fiscal impact, aside from that discussed in the May 15 staff report for the overall adoption of the HCP/NCCP.

Attachments:

Ordinance No. 2018-02: Providing for Implementation of the Yolo HCP/NCCP, Including Related Procedures and Fees

City of Winters Ordinance No. 2018-02

An Ordinance of the City Council of the City of Winters Adopting Chapter 18.12 of the Winters Municipal Code Providing for Implementation of the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan, Including Related Procedures and Fees

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

1. Purpose, Findings, and Authority.

A. The Yolo Habitat Conservation Plan/Natural Communities Conservation Plan ("Yolo HCP/NCCP") has been developed to provide for the conservation of 12 sensitive species and the natural communities and agricultural land on which they depend, and to provide a streamlined permitting process to address the effects a range of future anticipated activities on those species. The Yolo HCP/NCCP was developed by the County of Yolo and the cities of Davis, Woodland, Winters, and West Sacramento (with the University of California, Davis, in an *ex officio* capacity) through the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency, known and referred to herein as the Yolo Habitat Conservancy ("Conservancy").

B. The purpose of this Ordinance is to provide for implementation of the Yolo HCP/NCCP in a manner that achieves, among other things, the following objectives:

- To protect, enhance, and restore natural communities and cultivated lands, including rare and endangered species habitat, and provide for the conservation of covered species within Yolo County;

- To replace the current system of separately permitting and mitigating individual projects with a conservation and mitigation program, set forth in the Yolo HCP/NCCP, that comprehensively coordinates the implementation of permit requirements through the development of a countywide conservation strategy, including identification of priority acquisition areas in riparian zones or other locations with important species habitat;

- To provide for additional habitat conservation that is otherwise unlikely to take place in Yolo County. Effects on natural resources and associated mitigation requirements for at-risk species are addressed more efficiently and effectively than the current piecemeal mitigation process. This approach benefits both listed species and project proponents; and

- To ensure that the Conservancy, in its capacity as the implementing entity for the Yolo HCP/NCCP, receives the local development mitigation fees necessary to assist with plan implementation and all of the related objectives set forth above.

C. In preparing the Yolo HCP/NCCP, the Conservancy worked in association with the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife, as well as

an advisory committee composed of local stakeholders from the agricultural, environmental, and development communities. This Council adopted the Yolo HCP/NCCP on May 15, 2018, and approved a revised and restated joint powers agreement for the Conservancy on May 15, 2018 to address implementation of the Yolo HCP/NCCP.

D. On May 15 2018, the Council considered the Final Environmental Impact Statement/Environmental Impact Report ("Final EIS/EIR") prepared for the Yolo HCP/NCCP pursuant to the National Environmental Policy Act and the California Environmental Quality Act, adopted a Notice of Determination, and took certain related actions involving the Yolo HCP/NCCP. The City of Winters General Plan contemplates the adoption and implementation of the Yolo HCP/NCCP and includes specific goals and policies integral to its success, including:

- Goal VI.C: To protect sensitive native vegetation and wildlife communities and habitat.

- Policy VI.C.2 In regulating private development and constructing public improvements, the City shall ensure that there is no net loss of riparian or wetland habitat acreage and value and shall promote projects that avoid sensitive areas. Where habitat loss is unavoidable, the City shall require replacement on at least a 1:1 basis. Replacement entails creating habitat that is similar in extent and ecological value to that displaced by the project. The replacement habitat should consist of locally-occurring, native species and be located as close as possible to the project site. Implementation of this policy should be based on baseline data concerning existing native species.

- Policy VI.C.4 The City shall support and participate in local and regional attempts to restore and maintain viable habitat for endangered or threatened plant and animal species. To this end, the City shall work with surrounding jurisdictions and state and federal agencies in developing a regional *Habitat Management Plan.* Such plan shall provide baseline data for the Winters area on special-status plan and animal taxa, including Swainson hawk and the valley elderberry longhorn beetle, and provide guidelines and standards for mitigation of impacts on special status taxa.

- Policy VI.C.5 The City shall require mitigation of potential impacts on special-status plant and animal taxa based on a policy of no-net-loss of habitat value. Mitigation measures shall incorporate as the City deems appropriate, the guidelines and recommendations of the U.S. Fish and Wildlife Service and the California Department of Fish and Game. Implementation of this policy may include a requirement that project proponents enter into an agreement with the City satisfactory to the City Attorney to ensure that the proposed projects will be subject to a City fee ordinance to be adopted consistent with the regional *Habitat Management Plan.*

- Implementation Program VI.4 The City, in conjunction with other interested agencies, shall prepare a regional *Habitat Management Plan* to provide a comprehensive approach to habitat protection, mitigation, and enhancement in the Winters Area.

E. The California Constitution authorizes the City to adopt ordinances that protect the health, safety, and welfare of its citizens. Further, if duly authorized by the governing bodies of each of its member agencies, California Government Code § 66000 *et seq.* authorizes the Conservancy to impose fees and other exactions to provide necessary funding for conservation and other activities required to mitigate the adverse effect of development projects and other covered activities (as defined below) within Yolo County, including within the incorporated cities. In accordance with the Implementing Agreement, as set forth below, the Conservancy may authorize the City of Winters to collect such fees from project applicants on behalf of the Conservancy and remit them to the Conservancy.

2. Addition of Chapter 18.12 to Title 18 of the Winters Municipal Code.

Chapter 18.12 is hereby added to Title 18 of the Winters Municipal Code to read as follows:

CHAPTER 18.12
Yolo Habitat Conservation Plan/Natural Community Conservation Plan

Sections:

18.12.010 Purpose
18.12.020 Incorporation by Reference
18.12.030 Definitions
18.12.040 Application to Covered Activities
18.12.050 Mitigation Fees
18.12.060 Authorized Take Coverage
18.12.070 Service Fees
18.12.080 Guidelines
18.12.090 Interpretation
18.12.100 Operative Date

Section 18.12.010 Purpose.

The Yolo Habitat Conservation Plan/Natural Communities Conservation Plan ("Yolo HCP/NCCP") has been developed to provide for the conservation of 12 sensitive species and the natural communities and agricultural land on which they depend, and to provide a streamlined permitting process to address the effects a range of future anticipated activities on those species. The Yolo HCP/NCCP was developed by the County of Yolo and the cities of Davis, Woodland, Winters, and West Sacramento (with the University of California, Davis, in an *ex officio* capacity) through the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency, known and referred to informally as the Yolo Habitat Conservancy ("Conservancy")

The purpose of this Ordinance is to provide for implementation of the Yolo HCP/NCCP in a manner that achieves, among other things, the following objectives: (a) To protect, enhance, and restore natural communities and cultivated lands, including rare and endangered species habitat, and provide for the conservation of covered species within Yolo County; (b) To replace of the current system of separately permitting and mitigating individual projects with a conservation and mitigation program, set forth in the Yolo HCP/NCCP, that comprehensively coordinates the implementation of permit requirements through the development of a countywide conservation strategy, including identification of priority acquisition areas in riparian zones or other locations with important species habitat; (c) To provide for additional habitat conservation that is otherwise unlikely to take place in Yolo County and benefit both listed species and project proponents by ensuring a more efficient, effective approach to mitigation; and (d) to ensure that the Conservancy, in its capacity as the implementing entity for the Yolo HCP/NCCP, collects the local development mitigation fees necessary to assist with plan implementation and all of the related objectives set forth above.

Section 18.12.020 Incorporation by Reference.

The Yolo HCP/NCCP is incorporated by reference as though fully set forth herein. Complete copies of the Yolo HCP/NCCP and related documents are available at the offices of the Conservancy (as of the adoption of this ordinance, 611 North Street, Woodland, CA 95695), the offices of the City and online at www.yolohabitatconservancy.org.

Section 18.12.030 Definitions.

The definitions set forth in this Section shall govern the application and interpretation of this Chapter. Words and phrases not defined in this Section shall be interpreted so as to give this Chapter its most reasonable application.

A. "Building Permit" includes, in connection with a Covered Activity only, a full structural building permit as well as a partial permit, such as a foundation-only permit, grading permit, or any other permit or approval authorizing a ground-disturbing activity in furtherance of a Covered Activity.

B. "Conservancy" refers to the Yolo Habitat Conservancy, a joint powers agency consisting of the County of Yolo and the cities of Davis, Woodland, Winters, and West

Sacramento (with the University of California, Davis, in an *ex officio* capacity). The formal, legal name of the joint powers agency is the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency.

C. "Covered Activity" and "Covered Activities" mean the activities and projects described in Chapter 3 of the Yolo HCP/NCCP proposed for implementation within the Plan Area and not otherwise exempted from the requirements of the Yolo HCP/NCCP.

D. "Covered Species" means the species, listed and non-listed, which are identified in Chapter 1 of the Yolo HCP/NCCP and described in Appendix A to the Yolo HCP/NCCP. Covered Species are those at-risk species that are covered by the Take Permits issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife.

E. "Implementing Agreement" means that agreement made and entered into by and between the U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, the Conservancy, the County of Yolo, and the cities of Davis, West Sacramento, Winters, and Woodland, that defines the parties' respective roles and responsibilities and provides a common understanding of the actions that will be undertaken to implement the HCP/NCCP.

F. "Mitigation Fees" means any fees adopted by the Conservancy, and any amendments thereto, that apply (unless exempted) to Covered Activities within the Plan Area in accordance with Chapter 8 of the Yolo HCP/NCCP and documents cited or relied on therein.

G. "Plan Area" means the geographic area covered by the Yolo HCP/NCCP, as described in Chapter 1 (Introduction) and depicted in Figure 1-1 thereof. The Plan Area includes the County of Yolo in its entirety, consisting of approximately 653,549 acres and also includes 1,174 acres along the south bank of Putah Creek in Solano County designated as the "Extended Plan Area for Riparian Restoration" in Figure 1-1. This area is included in the Plan Area only for the purpose of providing additional sites for riparian restoration to support the Covered Species.

H. "Planning Permit(s)" means any discretionary permit that authorizes a ground-disturbing activity for a Covered Activity, including but not limited to approval of a tentative map, parcel map, conditional use permit, or development agreement, or any other discretionary permit, excluding actions of general application such as general plan amendments, zoning and rezoning, annexation, specific plans, and other area or regional land use actions.

I. "Project Applicant(s)" means a person or entity applying for a Planning Permit for a project authorizing a ground-disturbing activity for a Covered Activity, including any person or entity that is a "Third Party Participant" within the meaning of Section 3.32 of the Implementing Agreement.

J. "Take" has the meaning set forth in the federal Endangered Species Act and its implementing regulations, as well as impacts to plants identified as Covered Species. "Take" shall also have the meaning set forth in California Fish & Game Code Section 86 (i.e., to hunt pursue, catch, capture, or kill or attempt to hunt, pursue, catch, capture, or kill).

K. "Take Permits" means the federal Incidental Take Permit issued by the U.S. Fish and Wildlife Service to the Conservancy, the County, and each of the four cities based on the Yolo HCP/NCCP pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act, and shall also include related state permits and approvals provided for in Section 86 of the California Fish & Game Code with regard to activities subject to the California Endangered Species Act (Fish & Game Code § 2050 *et seq.*) and the California Natural Community Conservation Planning Act (Fish & Game Code §§ 2800-2835).

L. "Yolo HCP/NCCP" shall mean the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan.

Section 18.12.040 Application to Covered Activities.

As set forth in Section 8.1 of the Implementing Agreement, all Project Applicants for Covered Activities within the Plan Area shall comply with the conditions set forth in Chapter 4 of the Yolo HCP/NCCP to avoid, minimize, and mitigate the Take of Covered Species resulting from Covered Activities. Each Planning Permit application for a Covered Activity within the Plan Area shall include details on the manner and timing for project compliance with the Yolo HCP/NCCP in the form and manner required by the Director of Community Development. Applicable conditions of approval on Covered Activities from Chapter 4 of the Yolo HCP/NCCP as well as other measures required to implement the Yolo HCP/NCCP conservation strategy shall be included in each Planning Permit approval for a Covered Activity.

Section 18.12.050 Mitigation Fees.

A. As a condition of each approval for a Covered Activity, the Mitigation Fees shall be paid in full by the Project Applicant to the City no later than the date of issuance by the City of a Building Permit. The Mitigation Fees paid by Project Applicants shall be transferred (along with Mitigation Fee payments provided for public agency projects) to the Conservancy on a quarterly basis, or more frequently if requested by the Conservancy. Mitigation fees shall be paid to the City at the time of issuance of the first Building Permit if more than one Building Permit is required for the project.

B. If the Conservancy, pursuant to the terms of the Yolo HCP/NCCP, authorizes another manner of compensation in lieu of the Mitigation Fees (such as a conveyance of land in lieu of Mitigation Fees pursuant to the Implementing Agreement and the Yolo HCP/NCCP), the Project Applicant shall provide the City with written documentation from the Conservancy of compliance with such alternative manner of payment and the dollar equivalent amount of such alternative manner of compensation.

C. In the event the City determines a project requiring a Planning Permit is exempt from payment of the Mitigation Fees, whether because it is not a Covered Activity or because it is expressly exempt from Mitigation Fees pursuant to Chapter 8 (Section 8.4.1.1) of the Yolo HCP/NCCP, no Mitigation Fees shall be required for the project. Notwithstanding the applicability of an exemption, if appropriate based on facts and circumstances relevant to the project, the City shall advise the applicant of the potential need for any federal, state, or other permits or approvals relating to rare species or associated habitats.

D. Any appeals relating fee determinations shall be heard by the *[City/County]* pursuant to the process established for hearing appeals of the Planning Permit associated with the fee determination.

E. On at least a quarterly basis through and including December of each calendar year, the *City* shall provide the Conservancy with information regarding applications and approvals for Take authorization under the Yolo HCP/NCCP, including Take associated with projects that are exempt from the fees and/or conditions of the Yolo HCP/NCCP. The quarterly reporting shall also include the same information regarding public agency projects and associated Take.

Section 18.12.060 Service Fees.

The City may collect duly adopted service fees from Project Applicants to compensate for the City's costs associated with its administration and implementation of the Yolo HCP/NCCP and related permitting process. The amount and method of calculation of the service fees shall be set by resolution of the City Council. Any such fees shall be in addition to, and not a deduction from, the Mitigation Fees adopted by the Conservancy.

Section 18.12.070 Authorized Take Coverage.

Upon payment in full of the Mitigation Fees and approval of Planning Permits incorporating all applicable Yolo HCP/NCCP conditions of approval, the Project Applicant shall receive authorized Take coverage for the Covered Activity in accordance with the terms of the Take Permits, the Yolo HCP/NCCP, and the Implementing Agreement.

Section 18.12.080 Guidelines.

The Director of Community Development may adopt guidelines to assist with the implementation and administration of all aspects of this Chapter.

Section 18.12.090 Interpretation.

In the event of a conflict between any term or requirement of this Chapter, the Take Permits, the Yolo HCP/NCCP, and the Implementing Agreement, the term or requirement of the Take Permits shall govern.

Section 18.12.100 Operative Date.

This Chapter shall be operative upon the occurrence of all of the following: amendment of the Conservancy's joint powers agreement relating to plan implementation (including Mitigation Fees); the Conservancy's adoption of the Mitigation Fees; the full execution of the Implementing Agreement; the adoption of the Yolo HCP/NCCP and implementing ordinances by each of the Cities and the County; and the issuance of the Take Permits by the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife.

3. **Severability.**

If any section, subsection, sentence, clause or phrase of this Ordinance is held by court of competent jurisdiction to be invalid, such decision shall not affect the remaining portions of this Ordinance. The Council hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

4. **Effective Date.**

This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, the ordinance, or a summary thereof, shall be published once in the Winters Express, a newspaper of general circulation, printed and published in the County of Yolo, with the names of the Board/Council members voting for and against the Ordinance.

INTRODUCED at a regular meeting of the Winters City Council on the 15th day of May, 2018 and **PASSED, APPROVED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 19th day of June, 2018, by the following roll call vote:

City of Winters

_____

By: Wade Cowan, Mayor

ATTEST:

_____

Nanci Mills, City Clerk

APPROVED AS TO FORM:

_____

Ethan Walsh, City Attorney

CITY OF
WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: June 19, 2018

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

FROM: Alan Mitchell, City Engineer

SUBJECT: Newt's Expressway Rule 20A Utility Underground District

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RECOMMENDATION: Staff recommends the City Council conduct a public hearing for the PG&E Conversion of Overhead Facilities and Formation of the Underground Utility District for the Newt's Expressway Rule 20A Utility Underground District; consider the information contained in the staff report and testimony of the public; and take the following action:

Adopt a resolution authorizing the City Manager to 1) execute an agreement with PG&E to convert overhead facilities to underground for the project area identified as: the Alley between First and Railroad (Newt's Expressway) and between Abbey and Main (See Attachment A); and creating an underground district for the identified project area shown in Attachment B; and 2) sign all other documentation required for the Rule 20A funding program, on the City's behalf.

BACKGROUND: For over 10 years, the City has been attempting to reach an agreement with PG&E on establishment of a utility undergrounding district under the Rule 20A program. PG&E advised that the alley between Railroad and First (Newt's Expressway) wasn't eligible under the program.

In November, 2014 the City entered into a Disposition and Development Agreement with AKM Railroad, LLC, for development of the Downtown Hotel. The Hotel design moved forward, which included a mid-block pedestrian paseo and proposed improvements along the alleyway, which would facilitate pedestrian access from the Hotel to other businesses.

In May, 2017, the City hired Harris & Associates (Rocco) to provide engineering support to establish the proposed utility undergrounding district. Over the past year, staff has been working with Rocco to identify opportunities and constraints associated with undergrounding the overhead utilities, based on the proposed improvements associated with the Hotel. The work included close coordination with representatives from PG&E, WAVE, and AT&T, to review the project area, project requirements, and confirm eligibility. In March, 2017 PG&E notified the City that the proposed project was eligible under the Rule 20A program.

In order to proceed, PG&E requires a duly-adopted resolution creating an underground district in the area in which both the existing and new facilities are and will be located.

DISCUSSION: The Rule 20A tariff program was established by the CPUC in 1967 and requires that PG&E allocates work credits to all cities and counties each year to be used exclusively for the conversion of overhead facilities to underground facilities. The amount of work credit a community accumulates is currently based on the number of electric meters in the community. As of March 31, 2018, the City of Winters has a work credit balance of $473,005; with the potential to borrow up to five years of future allocations, which would result in an available balance of approximately $559,530.

The proposed project area encompasses the block between First, Abbey, Railroad, and Main. The Boundary Map and Conceptual Plan are attached for reference. The project area qualifies as a Rule 20A project as it contains a lot of conductors and transformers, and is a scenic, pedestrian route. The project will also involve the Rule 20B tariff program, for those improvements costing more than the Rule 20A allocation, or private improvements such as property service laterals and panel conversions. Staff has met with affected property owners to discuss the proposed improvements and funding for property conversions, and they will be kept informed as the project progresses.

CONCLUSION: Staff recommends the City Council conduct a public hearing for the PG&E Conversion of Overhead Facilities and Formation of the Underground Utility District for the Alley between First and Railroad (Newt's Expressway), consider the information contained in the staff report and testimony of the public; and take the following action:

Adopt a resolution authorizing the City Manager to 1) execute an agreement with PG&E to convert overhead facilities to underground for the project area identified as: the Alley between First and Railroad (Newt's Expressway) and between Abbey and Main (See Attachment A); and creating an underground district for the identified project area shown in Attachment B; and 2) sign all other documentation required for the Rule 20A funding program, on the City's behalf.

ALTERNATIVES:

1. Decline to adopt the proposed resolution.
2. Provide staff with additional direction.

FISCAL IMPACT: This project is funded by Rule 20A Tariff. There will be cost associated with Harris and Associates and City Engineer time to manage and work with PG&E to execute the project. These project costs are being funded out of Fund 423 – Street Capital.

ATTACHMENTS:

Attachment A - Resolution
Attachment B – PG&E General Conditions Agreement (draft)
Attachment C – Boundary Map
Attachment D – Conceptual Plan

RESOLUTION No. 2018-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE CITY MANAGER TO 1) EXECUTE AN AGREEMENT WITH PG&E TO CONVERT OVERHEAD FACILITIES TO UNDERGROUND FOR THE PROJECT AREA IDENTIFIED AS: THE ALLEY BETWEEN FIRST AND RAILROAD (NEWT'S EXPRESSWAY) AND BETWEEN ABBEY AND MAIN (SEE ATTACHMENT A); AND CREATING AN UNDERGROUND DISTRICT FOR THE IDENTIFIED PROJECT AREA SHOWN IN ATTACHMENT B; AND 2) SIGN ALL OTHER DOCUMENTATION REQUIRED FOR THE RULE 20A FUNDING PROGRAM, ON THE CITY'S BEHALF.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32; and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground; and

WHEREAS, the City has consulted with the affected public utilities and such utilities have agreed that the proposed underground conversion district, designated the Newt's Expressway Rule 20A Utility Underground District and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit,

that such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities, and

that the street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; and

WHEREAS, the City of Winters is notified by PG&E regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations; and

WHEREAS, the Public Works Department for the City of Winters has consulted with PG&E and determined that the City has accumulated Rule 20A work credits to complete the proposed overhead to underground conversion project; and

WHEREAS, the City Council of the City of Winters has now received the report from the Public Works Department recommending that the area identified in Exhibit 1 should be designated as an underground utility district within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, upon the recommendation of the Community Development Department, the City Council of the City of Winters has determined that the Newt's Expressway Rule 20A Utility Underground District is categorically exempt from environmental review pursuant to the California Environmental Quality Act, and

WHEREAS, the City of Winters has notified all affected property owners affected by the Newt's Expressway Rule 20A Utility Underground District and inviting same to attend a public hearing to discuss formation of the proposed district; and

WHEREAS, the public interest requires the removal of all existing utility poles excepting those poles supporting streetlights or traffic signals, overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Exhibit 1, attached hereto, with such area being designated as the Newt's Expressway Rule 20A Utility Underground District; and

WHEREAS, that the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in the Newt's Expressway Rule 20A Utility Underground District and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines; and

WHEREAS, that upon notification all property owners in the Newt's Expressway Rule 20A Utility Underground District shall have underground electrical entrance facilities installed and inspected pursuant to the City of Winters Electrical Code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the City who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements; and

WHEREAS, that once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in the Newt's Expressway Rule 20A Utility Underground District, by September 30, 2020; and

WHEREAS, the City Council of the City of Winters held a public hearing at which time the Council did receive and consider the recommendation of the Public Works Department and did hear any and all objections or protests that were raised by the owners of property within the above described district pertaining to designating this area an underground utility district.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Winters does hereby resolve as follows:

1. Authorize the City Manager to execute an agreement with PG&E to convert overhead facilities to underground, and sign all other documentation required for the Rule 20A funding program, on the City's behalf; and
2. Create an underground district for the Newt's Expressway Rule 20A Utility Underground District.

PASSED AND ADOPTED this ___ day of _____, 2018.

AYES:

NOES:

ABSENT:

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci Mills, City Clerk

Pacific Gas and Electric Company

Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A General Conditions

PROJECT
LIAISON.
Keith Basque

PROJECT NAME: _Newt's Expressway Winters R20A_____

LOCATION: _Newt's expressway between 1st St and Railroad Avenue_____, CALIFORNIA

City: ____Winters_____

City of _Winters_____, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

General Conditions:
PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To ensure the success of this program, the Applicant agrees to support the Rule 20A Program as follows:

Responsibilities of the Applicant:
1. Consult with PG&E to confirm the requirements and location of the project.
2. Provide a resolution and boundary map as required in Electric Rule 20.
3. Provide a list of all recorded property owners, APN#, phone number and address.
4. Provide a list of the most recent tenant (for rental properties).
5. Provide Base Map (in AutoCAD) showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
6. Secure all required rights-of-way and easements, which must be satisfactory to and approved by PG&E.
7. Own and manage all contaminated soils. (Rule 20A funding cannot be used for environmental remediation costs)
8. Own and manage all cultural resource findings. (Rule 20A funding cannot be used for managing cultural resource findings).
9. Provide recent pot holing/core samplings and soils/paving information from projects that were recently completed.
10. Provide acceptable construction yard for materials and equipment storage.
11. Pay for paving and restoration costs beyond the standard excavations and restorations necessary for the construction of the project. Joint trench participants will replace paving, landscaping, sidewalk, etc. that is removed during construction. (Rule 20A funding cannot be used for additional restoration costs).
12. Waive paving moratorium requirements, or pay for additional costs above PG&E's responsibility for restoration.
13. Stake and survey for any associated future grade changes.
14. Should applicant require additional traffic control beyond that which PG&E provides (per California Joint Utility Traffic Control Committee), Applicant will pay for the additional costs.
15. Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan.
16. Pay for streetlight costs per Street Light Agreement.
17. Remove Applicant owned streetlights attached to utility poles and located within the underground district at Applicant cost. .
18. Issue and waive cost of encroachment permit.
19. Waive work hour restrictions for construction, including holiday and/or special construction limitations.
20. Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges; rental cost of city or county properties; and lost revenues.

Responsibilities of PG&E:
1. Provide consultation to Applicant to establish resolution and boundary map.
2. If designated as the design/trench lead, prepare the Intents, Composite and Form B (costs will be shared by all joint trench participants).
3. Provide electric design to the design/trench lead agency, if lead is other than PG&E.
4. Identify all locations that require an easement.
5. Prepare easement documents for signature.
6. Upon request of the Applicant, Rule 20A allocation may be used for the installation of no more than 100 feet of each customer's underground electric service lateral.
7. Upon request of the Applicant, the Rule 20A allocation may be used for the conversion of electric service panels to accept underground service, up to $1,500 per service entrance (excluding permit fees). Alternatively, if the Applicant requests that PG&E manage the panel conversion work, perform such conversions by agreement (Form 79-1113, Agreement to Perform Tariff Schedule Related Work, Rule 20A).

Pacific Gas and Electric Company

Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A General Conditions

PROJECT
LIAISON.
Keith Basque

8. Provide inspection services for the installation of PG&E facilities.
9. Remove poles, or portions of poles, from the underground district as required by the Joint Pole Utility Agreement.
10. Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.

We have read the above information and understand and agree with the provisions and responsibilities as described above/.

Executed this _____day of _____ 20___

City of :__Winters_____ _____
Applicant

By: _____

_____
(Print or Type Name)

_____
Title:

Mailing Address: _____

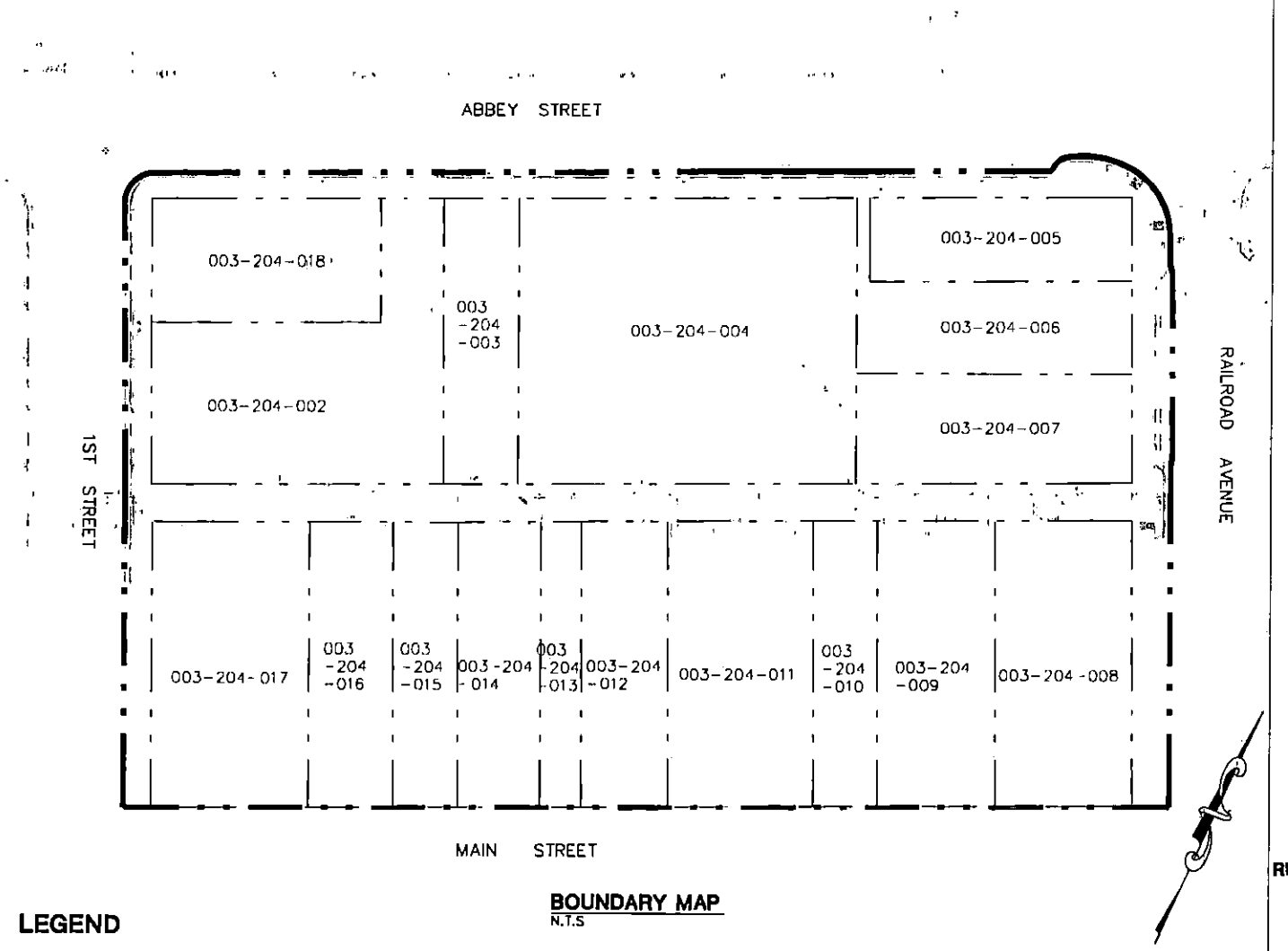
City/County of :_____

PACIFIC GAS AND ELECTRIC COMPANY

By:
_____

_____
(Print or Type Name)

_____
Title:



BOUNDARY MAP
N.T.S

LEGEND

▬ ▬	UNDERGROUND DISTRICT BOUNDARY
— - - —	PARCEL LINE
XXX-XXX-XXX	ASSESSOR PARCEL NUMBER

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF WINTERS THIS _____ DAY OF _____, 2018.

_____
CITY CLERK

2. I HEREBY CERTIFY THAT THE MAP SHOWING PROPOSED BOUNDARIES OF PASEO UNDERGROUNDING DISTRICT, CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WINTERS, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2018, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK

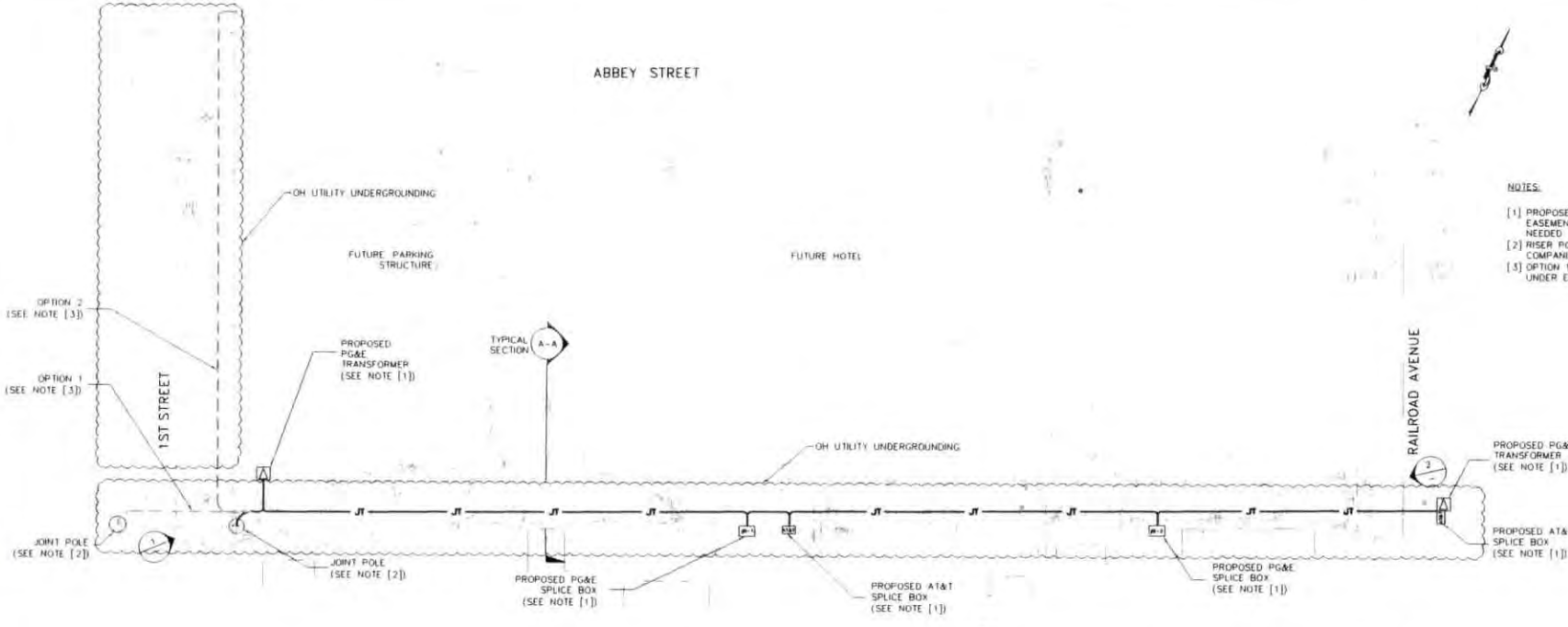
3. FILED THIS _____ DAY OF _____, 2018, AT THE HOUR OF _____ O'CLOCK ___M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF YOLO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER,
COUNTY OF YOLO

PROPOSED BOUNDARIES OF
NEWT'S EXPRESSWAY
RULE 20A UTILITY UNDERGROUNDING DISTRICT
CITY OF WINTERS, COUNTY OF YOLO
STATE OF CALIFORNIA

Harris & Associates

DATE: APRIL 2018 | SHEET: 1 OF 1



NOTES:

[1] PROPOSED LOCATION IS ON PRIVATE PROPERTY EASEMENT FROM PROPERTY OWNERS WILL BE NEEDED
[2] RISER POLES TO BE VERIFIED WITH UTILITY COMPANIES
[3] OPTION 1 AND OPTION 2 MAY NOT BE DONE UNDER ELECTRIC RULE 20A

SITE AREA

SCALE 1"=20'

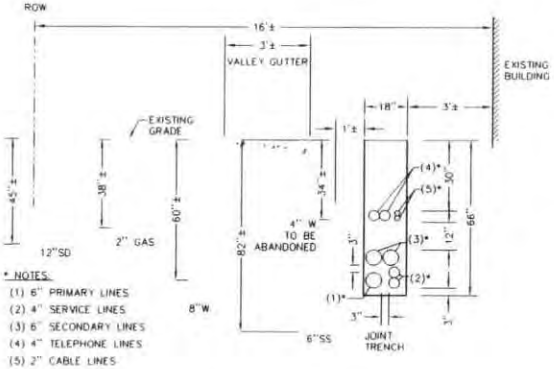
EXHIBIT A

1 STREET VIEW FROM 1ST STEET

2 STREET VIEW FROM RAILROAD AVENUE

LEGEND

- JT — PROPOSED JOINT TRENCH (RULE 20A)
- PROPOSED ADDITIONAL JOINT TRENCH (OPTION 1&2)
- #6 — PROPOSED 6 PRIMARY SPLICE BOX
- AT&T — PROPOSED TELEPHONE SPLICE BOX
- PROPOSED TRANSFORMER
- PHOTO VIEW
- UNDERGROUNDING AREA



* NOTES:
(1) 6" PRIMARY LINES
(2) 4" SERVICE LINES
(3) 6" SECONDARY LINES
(4) 4" TELEPHONE LINES
(5) 2" CABLE LINES

SECTION A-A

SCALE 1"=2'

DISCLAIMER

THE EXISTING INFORMATION SHOWN ON THIS CONCEPTUAL PLAN WAS PROVIDED BY THE CITY OF WINTERS. HARRIS & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR ITS ACCURACY. ALL EXISTING UTILITIES, INFRASTRUCTURE AND LANDSCAPE MUST BE SURVEYED AND VERIFIED.

GRAPHIC SCALE:

Harris & Associates
1401 Willow Pass Road, Suite 500, Concord CA 94520
harris-assoc.com (925) 827-4800

CONCEPTUAL PLAN
NEWT'S ALLEY

DATE	REV #	REVISION	BY

CITY OF WINTERS

PROJECT: PASEO UNDERGROUNDING

PROJ NO: EST		PROJ CONTRACT NO: XXXX	
DESIGNED BY: TV		DRAWN BY: TV	
CHECKED BY: RC		YEAR: 2017	
DATE: 10/03/17		BLK BK PG	
APPROVED:	DATE	SCALE	SHT OF 1
		HORIZ / VERT	DWG NO

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: June 19, 2018

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

FROM: Gene Ashdown, Building Official

SUBJECT: Public Hearing to Receive Input from Specific Property Owners Regarding Implementation of Weed Abatement for 2018

RECOMMENDATION:
Conduct public hearing to receive input from specific property owners regarding implementation of weed abatement for 2018.

BACKGROUND:
A public notice was published in the Winters Express on June 7, 2018, inviting interested persons to attend the June 19, 2018 City Council meeting and be heard at the time of the hearing.

Resolution 2018-14, a Resolution declaring weeds and rubbish on certain lots and parcels within the City of Winters to be a public nuisance and ordering the institution of proceedings to abate said nuisance was approved at the June 5, 2018 City Council meeting.

FISCAL IMPACT:
None by this action.

EXHIBIT A

APN	Property Address (if known)	APN	Property Address (if known)
030 372 17	904 Southdown Court	030 220 34	
030 372 18	906 Southdown Court	030 220 14	
030 372 19	908 Southdown Court	030 220 27	
030 372 29	910 Southdown Court	003 322 20	723 Railroad Avenue
003 450 06	106 Quail Court	003 330 17	0 Railroad Avenue
003 450 05	108 Quail Court	038 210 11	Corner of E. Baker & E. Main
003 430 10		038 210 10	Corner of E. Baker & E. Main
003 450 19	900 Grant Ave	038 210 09	Corner of E. Baker & E. Main
003 430 11		038 210 08	Corner of E. Baker & E. Main
003 430 12		038 210 07	Corner of E. Baker & E. Main
003 120 04		038 210 06	Corner of E. Baker & E. Main
003 175 07	405-407 Russell Street	038 210 05	Corner of E. Baker & E. Main
003 182 69	414 Main Street	038 210 04	Corner of E. Baker & E. Main
003 242 03	115 Second Street	038 210 03	Corner of E. Baker & E. Main
003 242 13	117 Second Street	038 210 02	Corner of E. Baker & E. Main
003 241 05	206 Russell Street	038 210 01	Corner of E. Baker & E. Main
003 380 05	111 Westwood Court	003 370 42	
003 380 25	106 Riverview Court	003 370 44	
003 241 13	0 Wolfskill Street	003 370 46	
003 243 03	8 Russell Street	003 350 17	121 E. Grant Avenue
003 243 02	10 Russell Street	003 322 03	710 Dutton Street
003 243 05	12 Russell Street	038 190 35	E. Grant Ave
030 220 19		038 050 18	29500 RUSSELL BLVD
030 372 11	802 Suffolk Place	038 070 35	
030 372 10	804 Suffolk Place	038 070 43	
030 370 09	806 Suffolk Place	038 070 46	
030 372 08	808 Suffolk Place	038 050 60	
003 430 08		038 070 52	1 PG&E Way
003 430 30	1003 Taylor Street	030 220 10	1000 Railroad Avenue
003 144 14	602 Second Street	030 220 14	
003 155 15	4 Edwards Street	030 220 27	
003 370 45	0 E. Grant Avenue	038 050 19	0 Walnut Lane
038 203 19	Creekside Way	038 050 29	901 E. Grant Ave
030 220 17		038 050 73	27990 CR 90

CITY OF WINTERS
california
Est. 1875

TO:	Honorable Mayor and Council Members
DATE:	June 19, 2018
THROUGH:	John W. Donlevy, Jr., City Manager
FROM:	David Dowswell, Contract Planner, Community Development Department
SUBJECT:	Various Zoning Text Amendments to Title 17 (Zoning Ordinance) regarding Nonconforming Uses, Structures and Lot

RECOMMENDED CITY COUNCIL ACTION:

1. Receive the staff report, conduct the public hearing, and introduce Ordinance No. 2018-03 amending Chapter 17.104 (Nonconforming Uses, Structures and Lots) of the Winters Municipal Code (Zoning Ordinance) and schedule second reading and adoption for July 17, 2018.
2. Find that the proposed amendments are Categorically Exempt, from the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities)

BACKGROUND:

On April 25, 2017 at a study session staff discussed with the Planning Commission the City's policies and zoning regulations regarding creek setbacks along Putah and Dry Creeks. At the hearing the property owners of 508 Abbey spoke in support of amending the policies/zoning regulations to allow them to build an addition within seven (7) feet (ordinance requires a 50 foot setback) of the top of the bank along Dry Creek. At the April 25, 2017 study session staff indicated we would review other cities' creek setback and nonconforming structure regulations and return with to the Commission with updated information.

On July 25, 2017 a second session was held to discuss the City's creek setback requirements. At the hearing staff was asked to research how other cities, including the ones mentioned in the staff report, treat the addition of an accessory structure (shed, pool, gazebo, etc.) within a creek setback. At the hearing the Commission also directed staff to prepare draft language to amend Sections 17.104.020B and E which would allow a nonconforming structures to be expanded so long as the expansion did not increase the discrepancy between existing conditions and the standards of the district.

On November 14, 2017 at a third study session there was consensus amongst the Commission to support allowing additions to any nonconforming structure that did not increase the discrepancy between the existing conditions and standards for the district.

On May 22, 2018 the majority of the Planning Commission voted to recommend that the City Council approve amending Chapter 17.104 (Nonconforming Uses, Structures and Lots) of the Municipal Code (Zoning Ordinance) allowing vertical additions to nonconforming structures that did not increase the discrepancy between the existing conditions and standards for the district

ANALYSIS:

Staff obtained regulations for nonconforming structures from the following cities:

San Rafael - "Alterations and additions may be made to a nonconforming structure provided that there shall be no increase in the discrepancy between existing conditions and standards for the district."

Fairfax - "No non-conforming structure shall be moved, altered, enlarged, or reconstructed so as to increase the discrepancy between existing conditions and the standards of coverage, front yard, side yards, rear yards or height of structures prescribed in the regulations for the district in which the structure is located without a variance issued under Chapter 17.16."

San Anselmo – "Any nonconforming building or improvement may be permitted to be enlarged, extended, or reconstructed with different dimensions in cases where an application for a variance is first approved as provided in Article 14 of this chapter of the San Anselmo Municipal Code."

Albany - "Nonconforming Structures: Additions and Enlargements. A nonconforming structure, or a structure located on a nonconforming lot, if such structure is used for residential purposes may be enlarged or extended, and the number of dwelling units may be increased to the maximum density allowed in the district, provided that no greater degree of nonconformity results with respect to the requirements of the district within which it is located and of this section, and that there is compliance with all applicable City building and housing codes. The preexisting portion of the facility need not be brought into conformance with this Chapter, except as herein provided."

Novato – "A nonconforming structure may undergo additions or alterations, normal maintenance and repairs, including painting, interior and exterior wall surface repair, window and roof repair, and fixture replacement, provided the additions and alterations, and/or repairs comply with all applicable provisions of this Zoning Ordinance."

Davis – "Except as provided in subsection (b) (1) and (2) of this section, enlargements or alterations may be made to nonconforming structure only if the enlargements or alterations are consistent with the zoning standards for the district.

(1) Nonconforming single-family and duplex structures may be expanded with the first story setbacks less than those required by the zoning standards for the district only if the following apply:

A. The structure was legally built prior to the effective date the zoning ordinance amendment rendered the structure nonconforming;
B. The structure has side yards consistent with the zoning standards at the time of construction;
C. The expansion does not reduce the first-story side yard setbacks below those currently existing for the structure, even if those setbacks are less than would otherwise be allowed in the zoning district; and
D. Any second-story expansion is consistent with the setback requirements of this chapter."

In five of the six cities mentioned above the property owner can add a first or second story addition to a nonconforming structure/home that does not comply with the zoning setbacks so long as the addition does not increase the discrepancy between the existing conditions and the required setbacks.

DISCUSSION:

Staff is bringing forward the proposed amendments to the Zoning Ordinance regarding nonconforming regulations due to the consensus of the Commission in support of the proposed changes. If the amendments are approved by the City Council, future additions to nonconforming structures that do not increase the discrepancy between the existing conditions and standards for the zoning district would be allowed, avoiding the need for someone to apply for a variance.

ATTACHMENTS:

A. Ordinance 2018-03

ORDINANCE NO. 2018 – 03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING CHAPTER 17.104 (NONCONFORMING USES, STRUCTURES AND LOTS), OF THE WINTERS MUNICIPAL CODE

The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to amend various sections of the text in the Winters Municipal Code (the "Municipal Code") necessary to regulate Nonconforming Structures.

2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

3. Amendments to Title 17. The City hereby makes the following amendments to Title 17 of the Municipal Code:

a. Subdivision (B) of Section 17.104.140 of the Municipal Code is hereby amended to read as follows:

B. Nonconforming Structures—Improvement.

Any expansion of a nonconforming structure must be in conformance with current zoning and building codes, except alterations and additions may be made to a nonconforming structure provided there shall be no increase in the discrepancy between existing conditions and standards for the district. Where the health, safety or general welfare are found to be at issue, the city building official may require that modifications be made to existing nonconforming structures as part of the expansion.

b. Subdivision (E) of Section 17.104.140 of the Municipal Code is hereby amended to read as follows:

E. Expansion of Legal Nonconforming Buildings.

Regardless of any other provision of this title, a building which retains its nonconforming status shall be allowed to expand, enlarge or intensify, if the following findings can be affirmatively made by the zoning administrator:

1. The use will not impair other uses in the vicinity, which uses are consistent with the zone;

2. The curtailment of full privileges for the residential use may contribute to the premature conversion of land and unnecessarily loss of housing inventory;

ATTACHMENT A

3. If the expansion does not encroach any further into required yard setbacks than already exists for the nonconforming structure and is consistent with other applicable development standards of this title.

4. Findings. In adopting this Ordinance, the City Council makes the following findings:

a. The proposed zone amendment is consistent with the City of Winters General Plan and all specific plans; and

b. The public health, safety and general welfare warrant the change of zoning text; and

c. The Planning Commission recommends approval of the requested amendments; and

d. The proposed amendments are Categorically Exempt from California Environmental Quality Act (CEQA), Class 1 Section 15301 (Existing Facilities).

5. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

6. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

INTRODUCED at a regular meeting on the 19th day of June, 2018 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the _____ day of _____, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

CITY OF
WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: June 19, 2018

FROM: David Dowswell, Contract Planner, Community Development Department through John W. Donlevy, Jr., City Manager

SUBJECT: Callahan Estates Subdivision – Public Hearing and consideration of the proposed First Amendment to the Amended and Restated Development Agreement and Amended Tentative Subdivision Map

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RECOMMENDATION:

That the City Council:

1. Receive a Staff Report on a proposed Callahan Estates First Amendment to the Amended and Restated Development Agreement and Amended Tentative Subdivision Map, and

2. Conduct a Public Hearing to consider comments on the First Amendment to the Amended and Restated Development Agreement; and Amended Tentative Subdivision Map, and

3. Consider the previously certified and approved CEQA clearance for the Callahan Estates Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-06) adopted on March 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and

4. Approve Resolution No. 2018-24, Resolution of the City Council of the City of Winters Approving an Amended Tentative Subdivision Map for the Callahan Estates Subdivision; and

5. Introduce Ordinance No. 2018-05 an ordinance of the City of Winters approving the First Amendment to the Amended and Restated Development Agreement and amended Tentative Subdivision Map, commonly known as the Callahan Estates Project, between the City of Winters and Crowne Communities Winters Ca, LLC.

BACKGROUND:

In April 2005, the City approved the Callahan Estates Subdivision Map and Development Agreement (DA). In February 2009 a First Amendment was approved regarding the deferral of development impact fees from building permit to certificate of occupancy, conveying a portion of the land needed for the new public safety facility and revising the maximum number of non-market rate units that can be built per year. In August 2013 a Second Amendment was approved transferring the ownership from Winters Investors, LLC to Turning Point Acquisitions V, LLC, regarding the expiration date of the DA, combining the affordable housing obligation with the Hudson-Ogando subdivision (Winters Ranch) further clarifying the various impact fees and requiring an annuity in-lieu of establishing a Mello-Roos District to pay for the municipal services cost related to this subdivision.

On April 26, 2016 the Planning Commission reviewed and recommended the City Council approve the Amended and Restated Development Agreement. On June 7, 2016 the City Council approved the Amended and Restated Development Agreement.

On June 30, 2017 Crowne Communities Winters Ca, LLC bought the property from Turning Point Acquisitions V, LLC.

The Planning Commission considered the First Amendment to the Callahan Estates Amended and Restated Development Agreement (Attachment A, Exhibit A) and Amended Tentative Subdivision Map (Map) (Attachment A, Exhibit B) on May 22, 2018 at a public hearing. At the conclusion of the hearing the Commission adopted a resolution (Attachment B) recommending the City Council adopt an ordinance (Attachment A) approving the First Amendment to the Amended and Restated DA between the City and Crowne Communities Winters, CA LLC and approve the amended Map.

DISCUSSION:

Development Agreement

The proposed First Amendment to the Amended and Restated DA (Attachment A, Exhibit A) includes the following amendments:

1. Parcel E: Eliminates the requirement to construct a mini park on Parcel E (Attachment C) and allows the lot to be purchased for development with a single family home. Proceeds of the sale to be used to fund other park improvements.

2. Increase in the Number of Lots: Increases the number of lots from 109 to 110 due to a sale of Parcel E to the developer as a buildable lot.

The mini park is being eliminated due to the proximity of the much larger linear park less than one block away, off the Taylor Street extension, which will be part of the Stone's Throw Subdivision (Winters Highlands). The pedestrian links (Parcels F and G), due east of the mini park, will remain. Proceeds from the sale of the mini park parcel will be used to fund other park improvements.

Tentative Subdivision Map

As mentioned above, the developer is requesting an amendment to the Tentative Map to increase in the number of buildable lots from 109 to 110 by eliminating the mini park planned for Parcel E (Attachment A, Exhibit B) and allowing the sale of this parcel to the developer as a buildable lot. The amended Tentative Map shows Parcel E as new Lot 101.

ENVIRONMENTAL ASSESSMENT

Consider the previously certified and approved CEQA clearance for the Callahan Estates Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-06) adopted on March 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed First Amendment to the Amended and Restated Development Agreement

ATTACHMENTS:

A. Ordinance 2018-05
B. Planning Commission Resolution 2018-01
C. Amended Tentative Map Highlighting Parcel E/Lot 101
D. Resolution 2018-24

ORDINANCE NO. 2018-05

AN ORDINANCE OF THE CITY OF WINTERS APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE CALLAHAN ESTATES SUBDIVISION DEVELOPMENT DATED JUNE 19, 2018, BETWEEN THE CITY OF WINTERS AND CROWNE COMMUNITIES WINTERS CA, LLC, AMENDING THE TENTATIVE MAP AND MODIFYING LANGUAGE CONCERNING PARK OBLIGATIONS AND COSTS

WHEREAS, the City of Winters ("City") and Winters Investors LLC ("Winters Investors") entered into that certain Development Agreement dated June 3, 2005 ("Development Agreement"); and

WHEREAS, the Development Agreement provides for the residential development of 110 single-family units ("Project") on 26.4 acres of certain real property in the City ("Property"); and

WHEREAS, the property was sold in 2013 by Winters Investors, LLC to Turning Point Acquisitions V, LLC ("Developer") it was again sold in 2017 by Turning Point Acquisitions V, LLC to Crowne Communities Winters Ca, LLC ("Developer"); and

WHEREAS, the Property has not been developed, and the parties now desire to amend the Tentative Map and language in the Amended and Restated Development Agreement regarding the park obligations and costs; and

WHEREAS, on May 22, 2018, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed First Amendment to the Amended and Restated Development Agreement ("Amendment") was heard and at which the Amendment was comprehensively reviewed; and

WHEREAS, on June 19, 2018, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Amendment were heard and at which the Amendment was comprehensively reviewed; and

WHEREAS, the City Council reviewed and studied the Amendment and found it complies with the California Environmental Quality Act ("CEQA").

NOW THEREFORE BE IT RESOLVED:

SECTION 1. ADOPTION OF AMENDMENT. Pursuant to California Government section 65868, the City Council hereby approves the Amendment, attached hereto as **Exhibit A** ("Amendment").

ATTACHMENT A

SECTION 2. FINDINGS. Pursuant to Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council makes and adopts the following findings:

A. That the Amendment promotes the public health, safety, and welfare of the community because the Amendment will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

B. That the Amendment is consistent with the City's General Plan, as it will allow the Developer to complete the Project in a manner satisfactory to both parties, which the City Council previously found to be consistent with the City's General Plan.

SECTION 3. CEQA. The City Council finds and determines that it can be seen with certainty that adoption of this Ordinance will not have a significant effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Yolo County Recorder's Office within five (5) working days of adoption of this Ordinance.

SECTION 4. RECORDATION. Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amendment, the City Clerk shall record with the County of Yolo Recorder a copy of this Amendment.

SECTION 5. SEVERABILITY. If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more of such be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

The foregoing ordinance was introduced on June 19 2018, and passed and adopted during a regular meeting of the City Council of the City of Winters on July 17 2018, by the following vote to wit:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):
ABSTAIN: Council Member(s):

_____
Wade Cowan, MAYOR

ATTEST:

_____
Nanci G. Mills, CITY CLERK

EXHIBIT "A"
FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT

RECORDED AT REQUEST OF AND
WHEN RECORDED MAIL TO:

CITY OF WINTERS
318 First Street
Winters, CA 95695
Attention: City Clerk

(Space Above this Line for Recorder's Use Only)

FIRST AMENDMENT TO

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WINTERS AND

CROWNE COMMUNITIES WINTERS CA LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

[CALLAHAN PROPERTY]

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter referred to as the "Amendment") is entered into as of ____ ,by and between the CITY OF WINTERS, a municipal corporation (the **"City"**) and CROWNE COMMUNITIES WINTERS CA LLC, a California limited liability company (the **"Developer"**).

Recitals

A. The City and Developer entered into a Development Agreement approved by Ordinance No. 2005-01 on April 5, 2005 and recorded in the Official Records of Yolo County as Document No. 2005-0026332-00, which Development Agreement has been amended by a First Amendment to Development Agreement dated February 19, 2009 and recorded in the Official Records of Yolo County as Document No. 2009-0007220-00, and a Second Amendment to Development Agreement dated August 20, 2013 and recorded in the Official Records of Yolo County as Document No. 2013-0032342-00, which was subsequently amended in its entirety and restated by that certain Amended and Restated Development Agreement dated June 7, 2016 and recorded in the Official Records of Yolo County as Document No. 2016-0019276-00 (collectively, the **"Development Agreement"**), providing for the residential development (the **"Project"**) of certain real property, Yolo County APN 030-220-22, and commonly known as the Callahan Property, as more particularly described in Exhibit A, incorporated herein by reference

(the "**Project**"), located within the boundaries of the City of Winters. Capitalized terms used but not defined in this Amendment shall have the meanings given in the Development Agreement.

D. Subsequent to this action, Staff has been working with the developer on additional modifications to the Development Agreement to make certain clarifications and modifications to the obligations of the Developer.

E. City has given the required notice of its intention to adopt this Amendment and has conducted public hearings thereon pursuant to Government Code section 65857. As required by Government Code section 65867.5, City has found that the provisions of this Amendment and its purposes are consistent with the goals, policies, standards, and land use designations specified in the City's General Plan.

E. On June 19, 2018, the City of Winters City Council adopted Ordinance No. 2018-05 approving this Amendment and authorizing its execution.

Agreement

Section 1. Land Use Entitlements—Amendment to Tentative Subdivision Map. Section 3.1(a)(7) of the Development Agreement is hereby amended to provide for conformity with the Tentative Subdivision Map for the Project, as amended. Section 3.1(a)(7) is hereby deleted in its entirety; and shall be amended to read as follows:

Approval of Callahan Estates Tentative Subdivision Map, together with the Conditions of Approval, dividing 26.4 acres into 110 single-family lots; Parcels F and G (Open Space Lots); and Parcel X (detention pond/sewer force main). The 110 single-family lots will be market rate units, of which 10 must be made available to local builders as defined by the City's land use regulations.

Section 2. Park Land and Fees. Section 4.2 of the Development Agreement is amended in its entirety to read as follows:

The Developer shall satisfy its 2.7 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Eight Hundred Fifty Thousand Two Hundred Eighty-six Dollars ($850,286.00) as follows: Developer shall pay the sum of $6,024 in equal installments at the time of issuance of a certificate of occupancy for each residential structure. Developer shall fund and construct the parks on Parcels F and G (equal to 0.4021 acres). Developer shall be further credited against park improvement fees for the provision of infrastructure improvements, planning, developing, and equipping the park on Parcels F and G, not to exceed One Hundred Eighty-Seven Thousand Six Hundred Forty-six Dollars ($187,646.00). This credit shall be applied on a pro rata basis against the anticipated development of 110 lots. The amount of the Parcels F and G park credit is based on the pro rata cost per acre obligation established for the 2.73 acre park. The cost per acre is $850,286/2.73 acres = $314,921. Parcels F and G are equal to 0.4021 acres. Therefore, Parcels F and G park credit is $314,921 x 0.4021 = $126,629.

Section 3. **Tentative Subdivision Map**. The Callahan Estates Tentative Subdivision Map attached to the Development Agreement as Exhibit C is hereby superseded and replaced by the Amended Callahan Estates Tentative Subdivision Map attached hereto as **Exhibit B** to this Amendment and incorporated herein by this reference.

Section 4.. The effective date of this Amendment shall be the date as written above in the introductory paragraph. Except as modified and amended by this Amendment, all other provisions of the Development Agreement, as Amended, shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first above written.

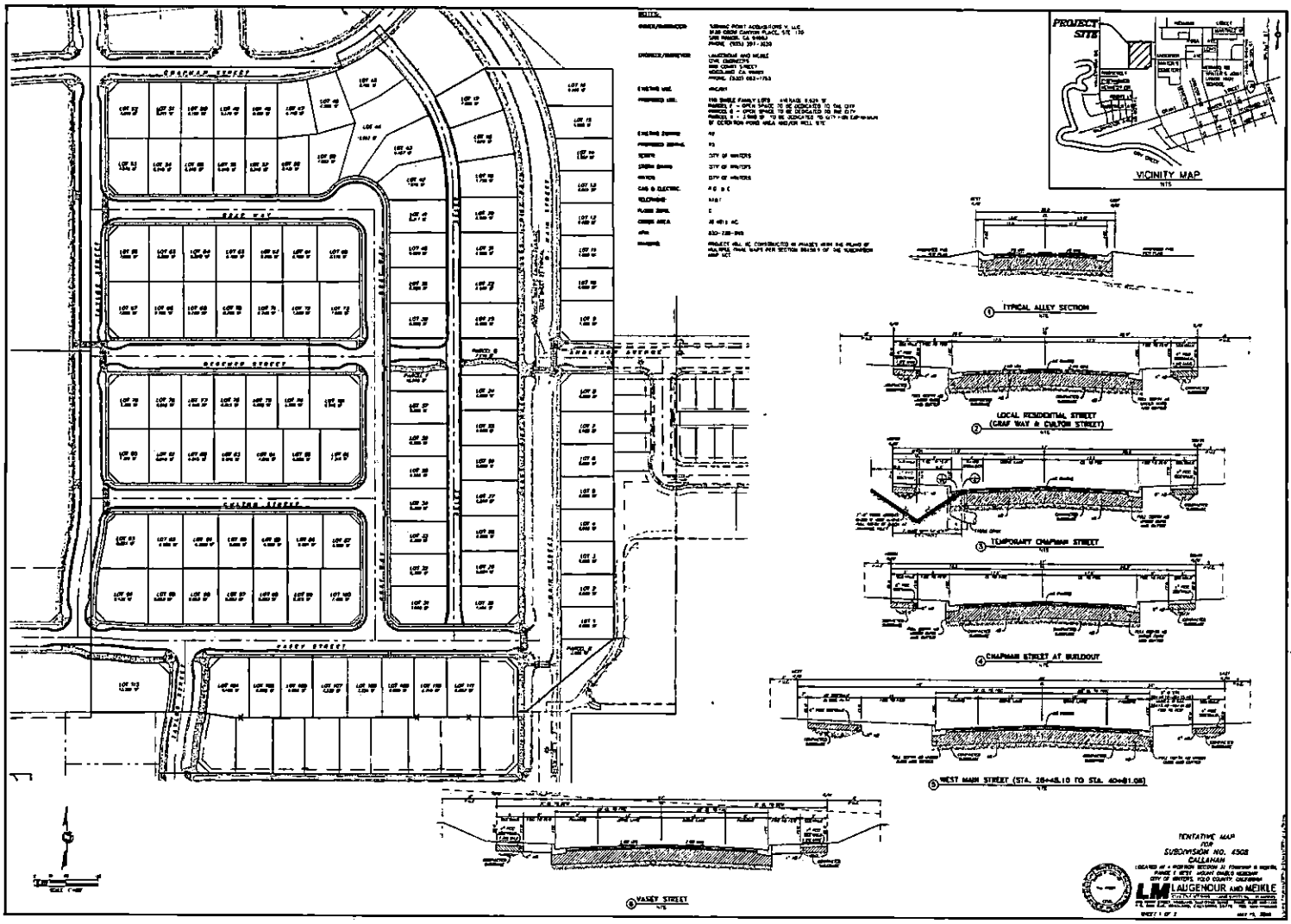
"DEVELOPER" **CROWNE COMMUNITIES WINTERS CA, LLC, a California limited liability company** By:_____ Its:_____ Dated:_____	
"CITY" **CITY OF WINTERS, a municipal corporation** By:_____ Mayor Dated:_____	
Attest:_____ City Clerk	
Approved as to form: _____ Ethan Walsh, City Attorney	

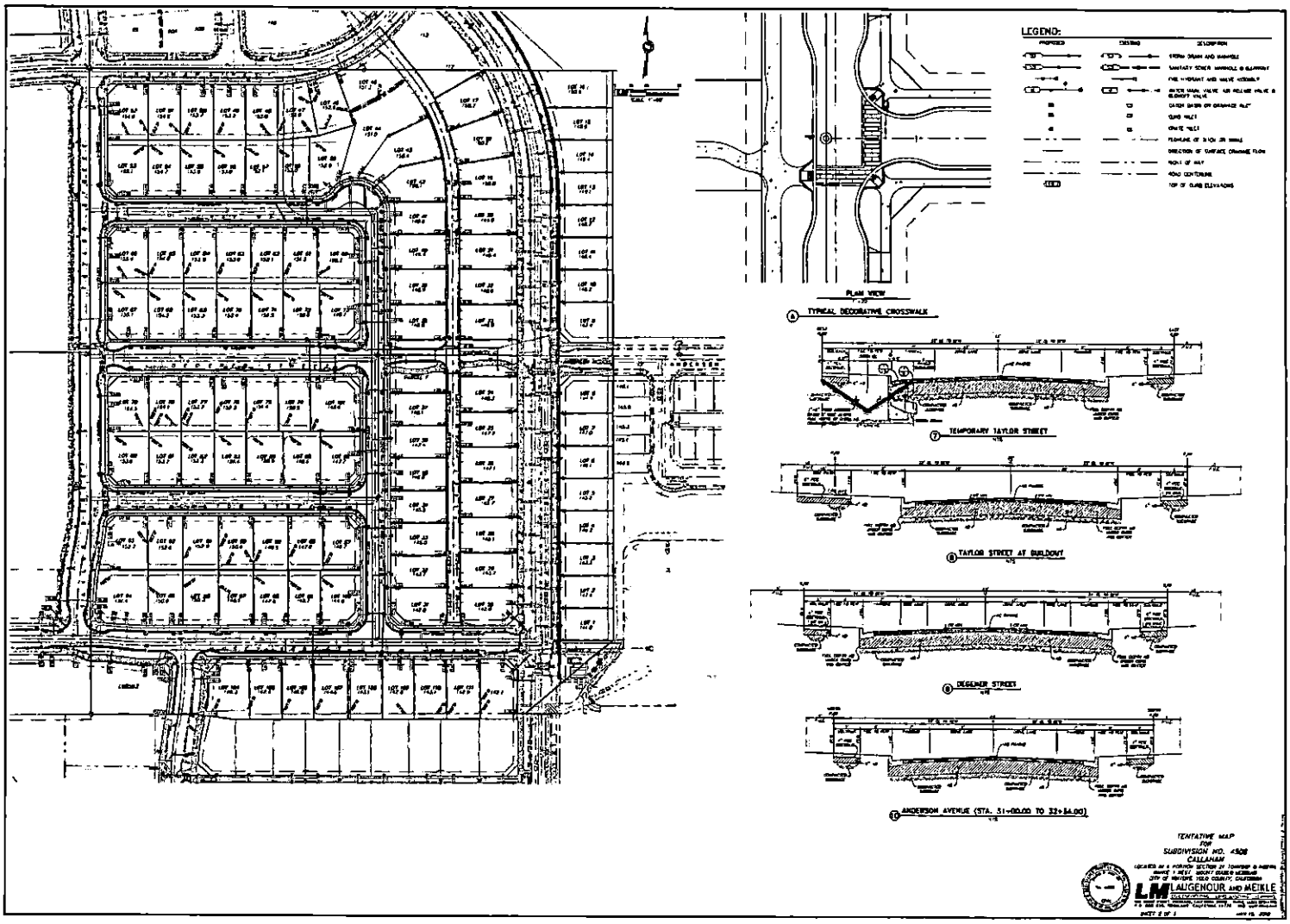
EXHIBIT A

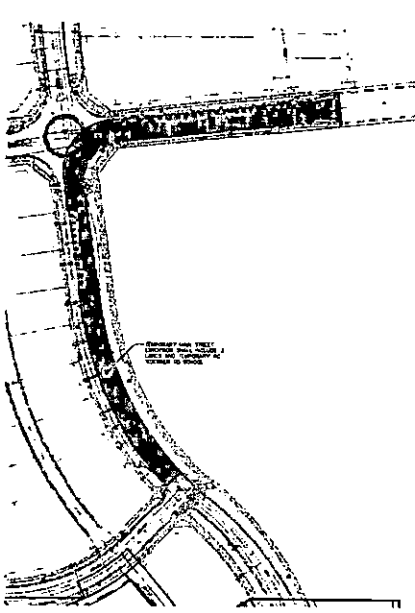
PROPERTY LEGAL DESCRIPTION

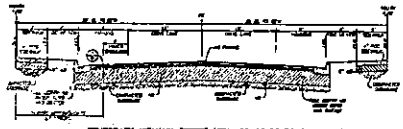
EXHIBIT B

AMENDED CALLAHAN ESTATED TENTATIVE SUBDIVISION MAP

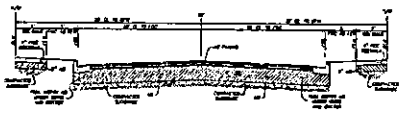

PROJECT SITE
VICINITY MAP
NTS
TYPICAL ALLEY SECTION
LOCAL RESIDENTIAL STREET
(CRAF WAY & CULTON STREET)
TEMPORARY CHAPMAN STREET
CHAPMAN STREET AT BUILDOUT
WEST MAIN STREET (STA. 28+45.10 TO STA. 40+81.06)
VASEY STREET
TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LAUGENOUR AND MEIKLE


LEGEND:
PLAN VIEW
TYPICAL DECORATIVE CROSSWALK
TEMPORARY TAYLOR STREET
TAYLOR STREET AT BUILDOUT
DEGENER STREET
ANDERSON AVENUE (STA. 31+00.00 TO 33+64.00)
TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LAUGENHOUR AND MEIKLE

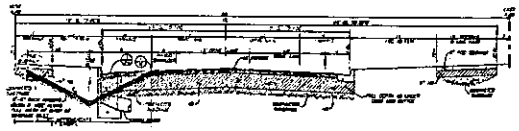




TEMPORARY NIEMANN STREET (STA. 23+98.92 TO 30+40.56)



NIEMANN STREET (STA. 25+98.82 TO 30+40.56) AT BUILDOUT



TEMPORARY WEST MAIN STREET (STA. 40+61.08 TO 46+64.31)

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN

LM LAUGENOUR AND MEIKLE

RESOLUTION NO. 2018-01

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WINTERS RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AMENDED TENTATIVE MAP AND THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE CALLAHAN ESTATES SUBDIVISION

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on May 22, 2018 to review and consider recommending to the City Council approval of the proposed Amended and Restated Development Agreement and amended Tentative Map Subdivision Map for the Callahan Estates Subdivision; and

WHEREAS, the Planning Commission reviewed and considered a proposal to amend various provisions of the existing Development Agreement, which includes the First Amendment to the Amended and Restated Development Agreement, for the Callahan Estates Subdivision, including eliminating the mini park site (Parcel E) and allowing an additional lot (Parcel E) to be developed, being compensated for selling Parcel E to the developer, and increasing the number of lots from 109 to 110; and

WHEREAS, the Planning Commission further reviewed and considered a proposal to amend the existing Tentative Subdivision Map for Callahan Estates by increasing the number of lots from 109 to 110; and

WHEREAS, the Planning Commission found the First Amendment to the Amended and Restated Development Agreement and to the amendment to the Tentative Subdivision Map were not significant to require any additional environmental review; and

WHEREAS, proper notice of this public hearing was given in all respects required by law; and

WHEREAS, the Planning Commission has reviewed all written evidence and all oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission of the City of Winters, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, recommends that the City Council approve the First Amendment to the Amended and Restated Development Agreement for the Callahan Estates Subdivision, attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED, the Planning Commission of the City of Winters, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, recommends that the City Council approve

the amended Tentative Map for the Callahan Estates Subdivision, attached hereto as Exhibit 2.

BE IT FURTHER RESOLVED, the Planning Commission recommends that the City Council find that based on substantial evidence in the administrative record of the proceedings the First Amendment to the Amended and Restated Development Agreement and amended Tentative Map do not require any additional environmental review.

PASSED and ADOPTED, by the Planning Commission of the City of Winters at a regular meeting on the 22nd day of May 2018, by the following vote:

AYES: Myer, Adams, Baker, Schrupp, Riley, Contreras

NOES: None

ABSTAIN: None

ABSENT: Altamirano

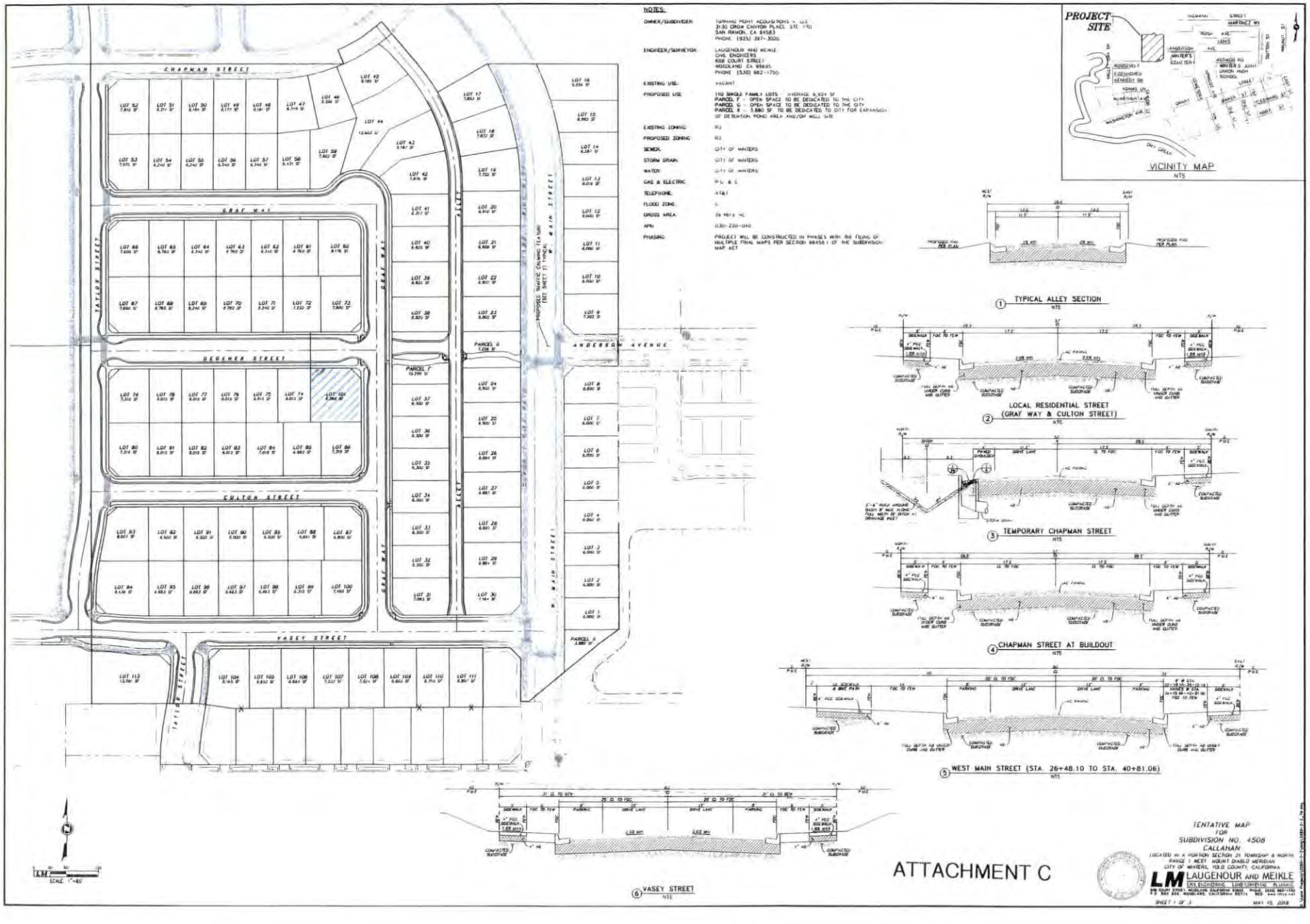
_____

Chairperson, Paul Myer

ATTEST:

_____

Planning Commission Secretary



ATTACHMENT C

RESOLUTION NO. 2018-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN AMENDED TENTATIVE SUBDIVISION MAP FOR THE CALLAHAN ESTATES SUBDVISION

WHEREAS, on May 22, 2018 the Planning Commission of the City of Winters recommended to the City Council approval of Amended Tentative Subdivision Map No. 4508 for the Callahan Estates Subdivision (the "Amended Tentative Map"); and

WHEREAS, the Amended Tentative Map is in the form attached hereto as **Exhibit A,**

WHEREAS, the City Council finds and determines that it can be seen with certainty that adoption of this Resolution approving an Amended Tentative Map will not have a significant effect on the environment. Thus, the adoption of this Resolution is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS RESOLVES AS FOLLOWS:

SECTION 1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, the City Council hereby approves Amended Tentative Map as depicted in **Exhibit A**.

SECTION 2. Except as specifically amended herein, the Amended Tentative Map, all Findings of Fact and Conditions of Approval approved by the City Council therewith, and all other approvals and conditions approved by the City pursuant to Resolution No 2018-24 remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 19th day of June, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

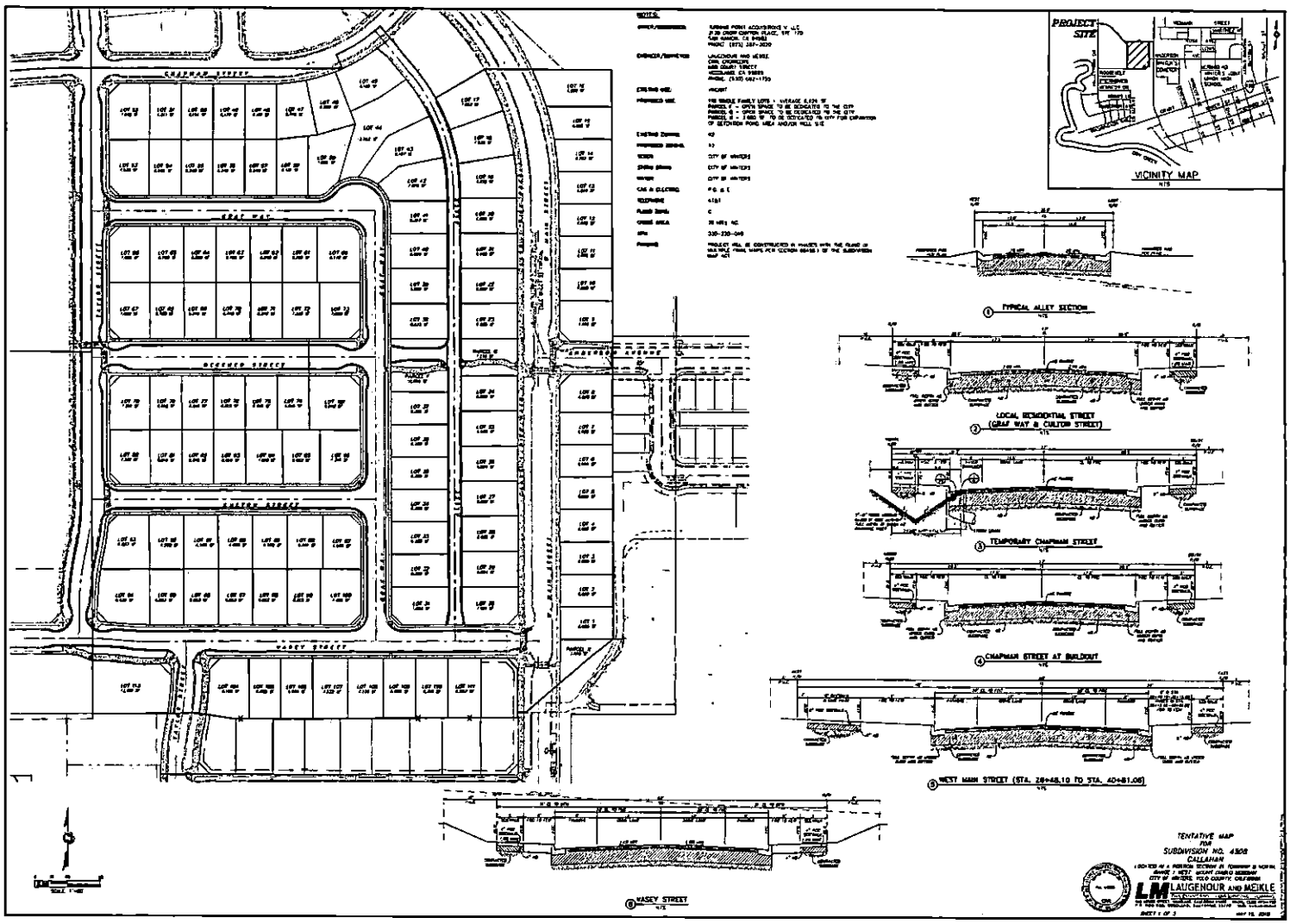
_____
Wade Cowan, Mayor
City of Winters

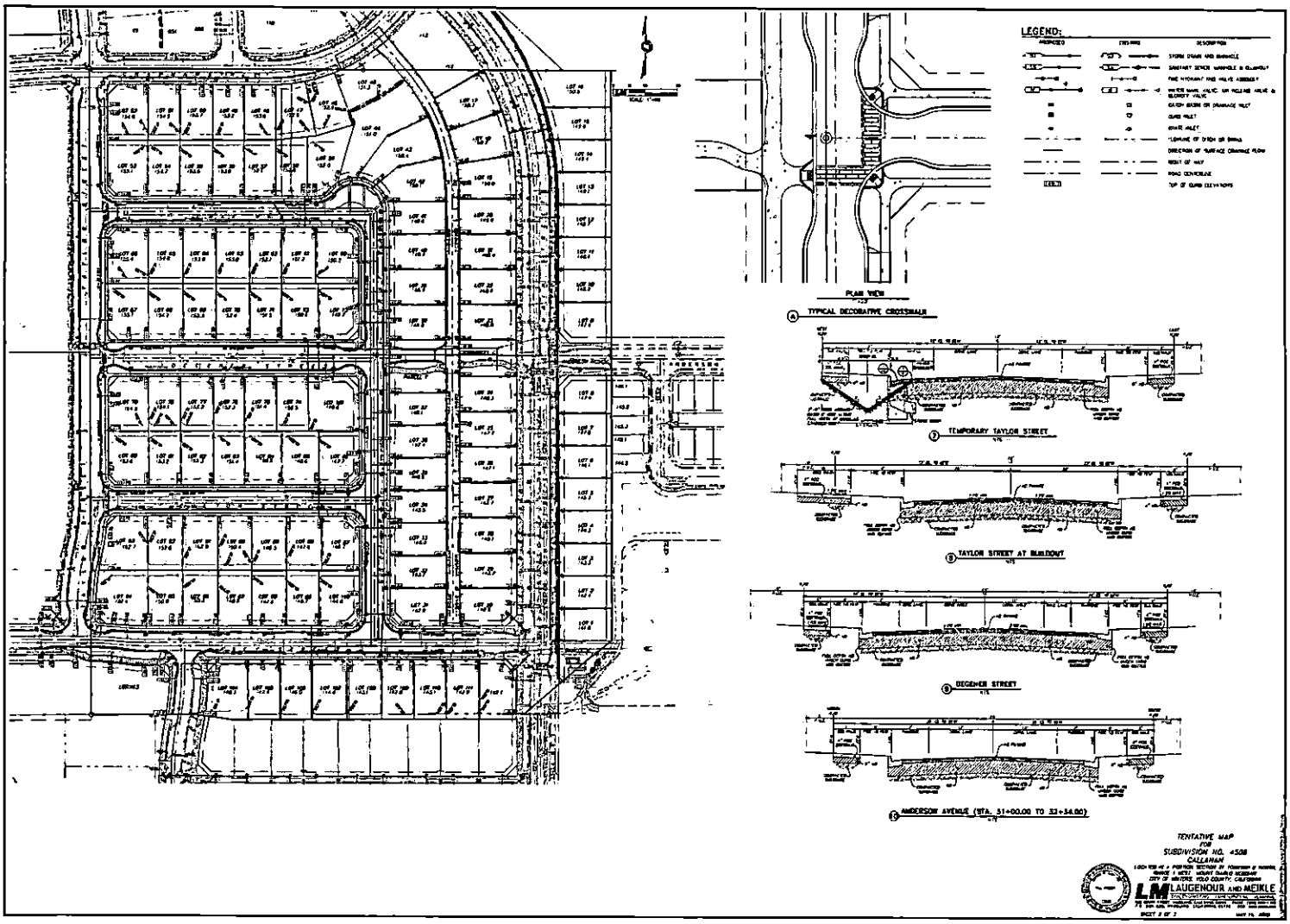
ATTEST:

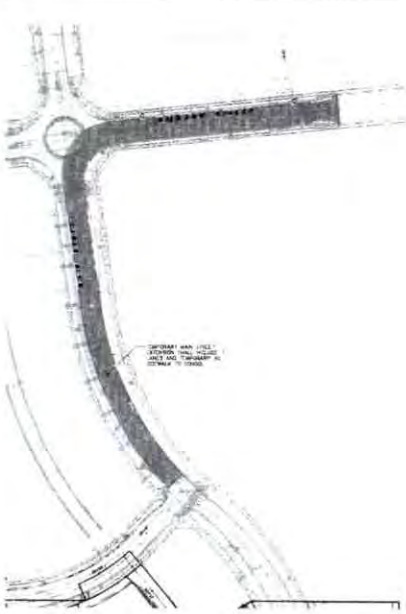
_____
Nanci G. Mills, City Clerk
City of Winters

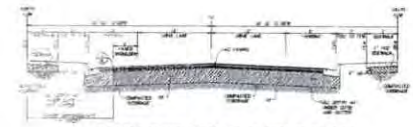
ATTACHMENT D

EXHIBIT "A"
AMENDED TENTATIVE MAP
CALLAHAN ESTATES SUBDIVISION

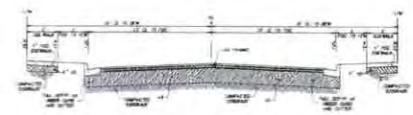

PROJECT SITE
VICINITY MAP
TYPICAL ALLEY SECTION
LOCAL RESIDENTIAL STREET (GRAF WAY & CULTOM STREET)
TEMPORARY CHAPMAN STREET
CHAPMAN STREET AT BUILDOUT
WEST MAIN STREET (STA. 28+48.10 TO STA. 40+81.06)
VASEY STREET
TENTATIVE MAP FOR SUBDIVISION NO. 4508 CALLAHAN
LAUGENOUR AND MEIKLE


LEGEND:
PLAN VIEW
TYPICAL DECORATIVE CROSSWALK
TEMPORARY TAYLOR STREET
TAYLOR STREET AT BULBOUT
DEGENER STREET
ANDERSON AVENUE (STA. 31+00.00 TO 33+34.80)
TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LAUGENOUR AND MEIKLE

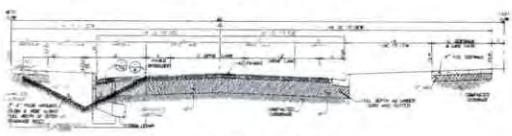




1 TEMPORARY NIEMANN STREET (STA. 25+98.92 TO 30+40.58)



2 NIEMANN STREET (STA. 25+98.92 TO 30+40.58) AT BULBOUT



3 TEMPORARY WEST MAIN STREET (STA. 40+81.06 TO 46+94.31)

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN

LM LAUGENOUR AND MEIKLE

SHEET 3 OF 3

CITY OF WINTERS
California
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: June 19, 2018

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

FROM: Alan Mitchell, City Engineer

SUBJECT: Public Improvement Agreement and Subdivision Final Map Approval for Callahan Estates Phase 1

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2018-25, to consent to an Irrevocable Offer of Dedication (IOD) of Right of Way, Public Utility Easement, and Parcels F and G for Open Space, and Parcel X for Sewer Pump Station, for the Callahan Estates Phase 1 Final Map #4508; and
2. Adopt Resolution No. 2018-26 approving the following:
   a. Authorize the Mayor to execute the Public Improvement Agreement with Crowne Communities Winters CA LLC; and
   b. Approve the Subdivision Final Map #4508 for Callahan Estates Phase 1; and
   c. Authorize the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

BACKGROUND: The Callahan Estates Subdivision project consists of approximately 109 single-family lots on 26.4 acres, located at the north end of the new Winters Ranch Subdivision (north end of Main Street). In June 2005, the City entered into a Development Agreement for Callahan Estates Subdivision. Due to the decline in the economy, the subdivision did not move forward. Early in 2016 the City started meeting with representatives of Turning Point Acquisitions V, LLC, and an amended and re-stated DA was approved by the City.

On June 6, 2017, City Council approved a Large Lot Parcel Map (LLPM), dividing Callahan into two Phases. Upon recording of the LLPM; Crowne Communities Winters CA LLC acquired the Phase 1 parcel from the previous owners of the subdivision – Turning Point Acquisitions V, LLC. The Phase 1 improvements were started in late 2017, and have been proceeding, under the city's inspection oversight.

Earlier tonight, Council approved an amended Development Agreement and Tentative Map (TM). The Final Map coming before you is consistent with the revised TM.

DISCUSSION:

Irrevocable Offer of Dedication (IOD)
The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, open space, including access rights and abutters' rights, drainage, public utility easements, and other public easements. Such dedications shall be made by deed.

For the Callahan Estates Phase 1 Final Map #4508, the City is requiring an Irrevocable Offer of Dedication of all Streets and an Alley, Public Utility Easements along all streets, Parcels F and G for open space, and Parcel X for the W Main SS Pump Station. Since construction activities are occurring, it's in the City's best interest to defer the final acceptance of the land dedications until after construction completion. The attached Resolution and IOD Deed establishes the future dedications, which will come back to Council at a later date for acceptance and recording of these property interests.

Staff therefore recommends the City Council adopt Resolution No. 2018-24, to consent to an Irrevocable Offer of Dedication (IOD) of Right of Way, Public Utility Easement, and Parcels F and G for Open Space, and Parcel X for Sewer Pump Station, for the Callahan Estates Phase 1 Final Map #4508; and

Final Map
Crowne has furnished the City with the necessary documentation to complete the processing of the Final Map. The Developer has signed the (attached) Public Improvement Agreement, which covers the remaining improvements (utilities, roads, curb, gutter, and sidewalk, etc.) to be completed..

Staff therefore recommends the City Council approve Resolution No. 2018-26 approving the following: 1) authorize the Mayor to execute the Public Improvement Agreement with Crowne Communities Winters CA LLC; 2) approve the Subdivision Final Map #4508 for Callahan Estates Phase 1; and 3) authorize the City Clerk to record the Public Improvement Agreement and Final Map with the County Recorder.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The Developer will pay fees, pursuant to the Agreement, Conditions of Approval, and Development Agreement. No City funds impacted.

Attachment:Resolution No. 2018-25
Resolution No. 2018-26
Irrevocable Offer of Dedication
Final Map Exhibit
Public Improvement Agreement

RESOLUTION NO. 2018 - 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO CONSENT TO AN IRREVOCABLE OFFER OF DEDICATION (IOD) OF RIGHT OF WAY, PUBLIC UTILITY EASEMENT, AND OTHER LANDS, FOR THE CALLAHAN ESTATES PHASE 1 FINAL MAP #4508.

WHEREAS, in order to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights of way and easements from private property owners that create a subdivision; and

WHEREAS, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, and open space, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

WHEREAS, such dedications of land for said purposes shall be made by deed; and

WHEREAS, the City Council on June 19, 2018 approved Final Map #4508; and

WHEREAS, said Map includes various road and alley rights of ways, public utility easements, parcels for open space, and a parcel for a sewer pump station; and

WHEREAS, adoption of this Resolution will consent to the Irrevocable Offer of Dedication for various rights of way and public utility easements, parcels for open space, and a parcel for sewer pump station, for the Callahan Estates 1 Final Map #4508.

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

1. Consent to the Irrevocable Offer of Dedication for various rights of way and public utility easements, Parcels F and G for open space, and Parcel X for sewer pump station, for the Callahan Estates Phase 1 Final Map #4508.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 19th day of June, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Wade Cowan, MAYOR

ATTEST:

_____
Nanci G. Mills, City Clerk

RESOLUTION NO. 2018-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE SUBDIVISION FINAL MAP #4508 OF CALLAHAN ESTATES PHASE 1, AUTHORIZING THE MAYOR TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT WITH CROWNE COMMUNITIES WINTERS CA LLC, AND AUTHORIZING THE CITY CLERK TO FILE THE FINAL MAP AND PUBLIC IMPROVEMENT AGREEMENT WITH THE COUNTY RECORDER.

WHEREAS, the City of Winters, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City") is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the approval of the Final Map entrance of the City
into certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council staff report entitled "Public Improvement Agreement and Subdivision Final Map Approval for Callahan Estates Phase 1" submitted for City Council consideration at its meeting of June 19, 2018 to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such a date the City Council conducted a dully noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard, and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

a. That the Public Improvement Agreement with Crowne Communities Winters CA LLC in the form attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement") is hereby approved.
b. That the Mayor is hereby delegated authority to, and is authorized and directed to, execute the Agreement substantially in the form attached.
c. That the Subdivision Final Map #4508 of Callahan Estates Phase 1 attached hereto as Exhibit B and incorporated herein by this reference (the "Map") is hereby approved.
d. Authorize the recordation of the Agreement and Map by the City Clerk.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on June 19, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

RECORDING REQUESTED BY:
CITY OF WINTERS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
City Clerk
City of Winters
318 First Street
Winters, CA 95694

DOCUMENT TRANSFER TAX $ _____

_____
Signature of Declarant Determining Tax

IRREVOCABLE OFFER OF DEDICATION – FEE TITLE FOR ROAD RIGHT-OF-WAY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CROWNE COMMUNITIES WINTERS CA LLC

DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE STREETS AN IRREVOCABLE OFFER TO DEDICATE TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property (public right-of-way) situate in the County of Yolo, State of California, described as follows to-wit:

SEE EXHIBITS "A" AND "B", FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF

IRREVOCABLE OFFER OF DEDICATION – EASEMENT FOR PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CROWNE COMMUNITIES WINTERS CA LLC

DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE UTILITIES A PUBLIC UTILITYIES EASEMENTS IN AND TO THAT PORTION OF THE REAL PROPERTY SITUATE, LYING AND BEING IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, such easement being more particularly described as follows to-wit:

SEE EXHIBITS "A" AND "B", FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF

The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

Grantor Further Grants to Grantee the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.
3. Review and control all signage and other appurtenances on said easement.
4. Review and control all vehicle access across said property.

IRREVOCABLE OFFER OF DEDICATION – FEE TITLE FOR PARCELS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CROWNE COMMUNITIES WINTERS CA LLC

DO HEREBY DESIGNATE AND SET-ASIDE FOR FUTURE OPEN SPACE AND SEWER PUMP STATION, AN IRREVOCABLE OFFER TO DEDICATE TO CITY OF WINTERS, A MUNICIPAL CORPORATION, all of that real property (parcels) situate in the County of Yolo, State of California, described as follows to-wit:

SEE EXHIBITS "C", "D", AND "E" FOR LEGAL DESCRIPTIONS AND MAP, ATTACHED HERETO AND MADE A PART HEREOF

THE DEDICATION OFFERED HEREUNDER SHALL BE COMPLETE UPON ITS WRITTEN ACCEPTANCE BY THE CITY OF WINTERS' CITY MANAGER'S DESIGNEE. UNTIL SUCH NOTICE IS GIVEN BY THE CITY MANAGER'S DESIGNEE, THE UNDERSIGNED, AND THEIR HEIRS, SUCCESSORS OR ASSIGNS AGREE TO ASSUME FULL RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY ON SAID LAND OR ARISING OUT OF ITS USE OR OCCUPANCY BY THEM. IT IS ALSO HEREBY UNDERSTOOD THAT ALL WORK TO BE DONE IN OR UPON THE ABOVE DESCRIBED PROPERTY SHALL BE DONE UNDER PERMIT AND DONE IN ACCORDANCE WITH PLANS TO BE FURNISHED BY THE PRINCIPAL AND APPROVED BY THE CITY MANAGER'S DESIGNEE, AND IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY MANAGER'S DESIGNEE. UPON WRITTEN REQUEST BY THE CITY MANAGER'S DESIGNEE, PRIOR TO HIS OR HER ACCEPTANCE OF THE DEDICATION OFFERED HEREUNDER, THE UNDERSIGNED, THEIR HEIRS, SUCCESSORS, AND ASSIGNS AGREE TO PROVIDE AT NO COST TO THE CITY OF WINTERS A CLTA OWNER'S POLICY OF TITLE INSURANCE INSURING, AT THE CURRENT MARKET VALUE, THE CONVEYANCE TO THE CITY OF WINTERS OF CLEAR TITLE FREE OF ENCUMBRANCES.

Dated this 13th day of June, 2018

By: _____
KAL S. TAKHAR
MANAGING MEMBER

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

EXHIBIT A

STREET DEDICATION
to the
CITY OF WINTERS

That portion of real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Parcel One as described in Document No. 2012-0043107-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at a point on the Southeasterly line of said Parcel One, said point being distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JS2151); and 2) South 47°50'42" West 4,418.05 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and along said Southeasterly line, South 49°55'47" West 84.94 feet; thence, along the South line of said Parcel One and its Westerly projection thereof the following four (4) courses and distances: 1) South 89°38'14" West 15.44 feet; 2) North 00°27'27" East 80.30 feet; 3) North 44°53'33" West 28.46 feet; and 4) South 89°45'26" West 362.82 feet; thence, leaving the Westerly projection of said South line, North 00°14'34" West 62.00 feet; thence North 89°45'26" East 69.44 feet; thence North 44°45'26" East 28.28 feet; thence North 00°14'34" West 162.50 feet; thence North 45°14'34" West 28.28 feet; thence South 89°45'26" West 55.00 feet; thence North 00°14'34" West 57.00 feet; thence North 89°45'26" East 55.00 feet; thence North 44°45'26" East 28.28 feet; thence North 00°14'34" West 160.50 feet; thence North 45°14'34" West 28.28 feet; thence South 89°45'26" West 74.44 feet; thence North 00°14'34" West 68.00 feet; thence North 89°45'26" East 74.44 feet; thence North 44°45'26" East 28.28 feet; thence North 00°14'34" West 168.00 feet; thence, along a tangent curve to the left, concave Southwesterly, said curve having a radius of 20.00 feet, through a central angle of 90°00'00" and having an arc distance of 31.42 feet; thence South 89°45'26" West 79.44 feet; thence North 00°14'34" West 57.00 feet; thence North 89°45'26" East 21.15 feet; thence, along a tangent curve to the left, concave Northwesterly,

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521 — Date 4/12/18

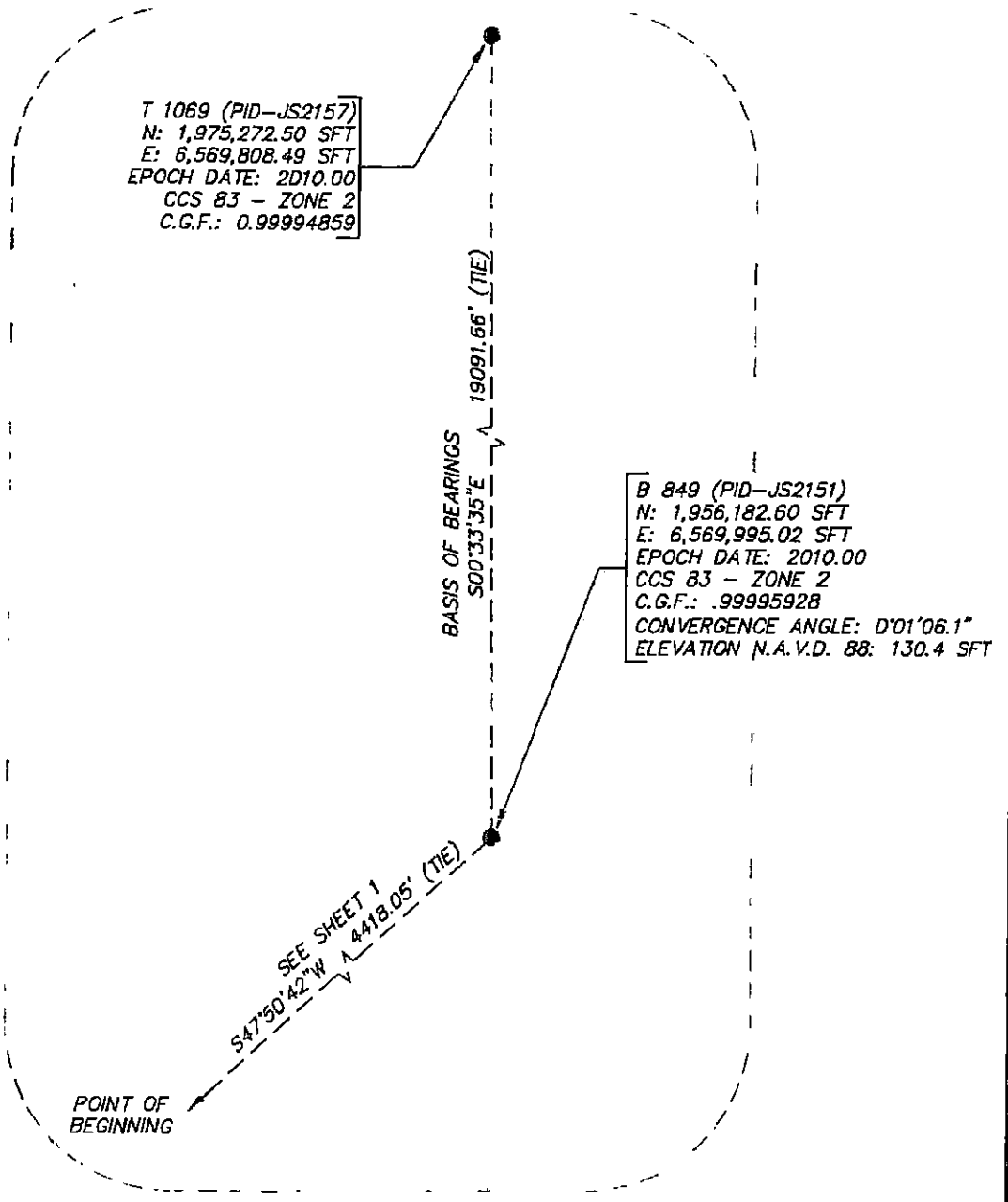
TOGETHER with a Public Utilities Easements, 10.00 feet in width, lying parallel and adjacent to Main Street, Vasey Street, Graf Way, Culton Street, Degener Street, Anderson Avenue, and Chapman Street as designated on Exhibit B, attached hereto.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JS2151) and "T 1069"(PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2010.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2010.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99995394.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.



DETAIL
NTS

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	20.00'	31.42'	90°00'00"
C2	30.00'	26.71'	51°01'16"
C3	63.00'	155.06'	141°01'16"
C4	329.00'	228.92'	39°51'58"
C5	328.50'	74.73'	13°02'00"
C6	300.00'	97.26'	18°34'33"
C7	355.00'	247.01'	39°51'58"
C8	460.00'	239.10'	29°46'51"
C9	540.00'	235.48'	24°59'06"

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

EXHIBIT B
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 2 OF 2 APRIL 12, 2018

X:\Land Projects\2260-2-2\dwg\2260-2-2_Exhibit-Street Dedications

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

2260-2-2
06/12/2018

EXHIBIT C

PARCEL F DEDICATION
to the
CITY OF WINTERS

That portion of real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Parcel One as described in Document No. 2012-0043107-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at a point distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JS2151); and 2) South 55°09'49" West 4,250.29 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, South 89°45'26" West 105.00 feet; thence North 00°14'34" West 98.00 feet; thence North 89°45'26" East 105.00 feet; thence South 00°14'34" East 98.00 feet to the POINT OF BEGINNING.

Containing 10,290 square feet of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JS2151) and "T 1069"(PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2010.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2010.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99995394.

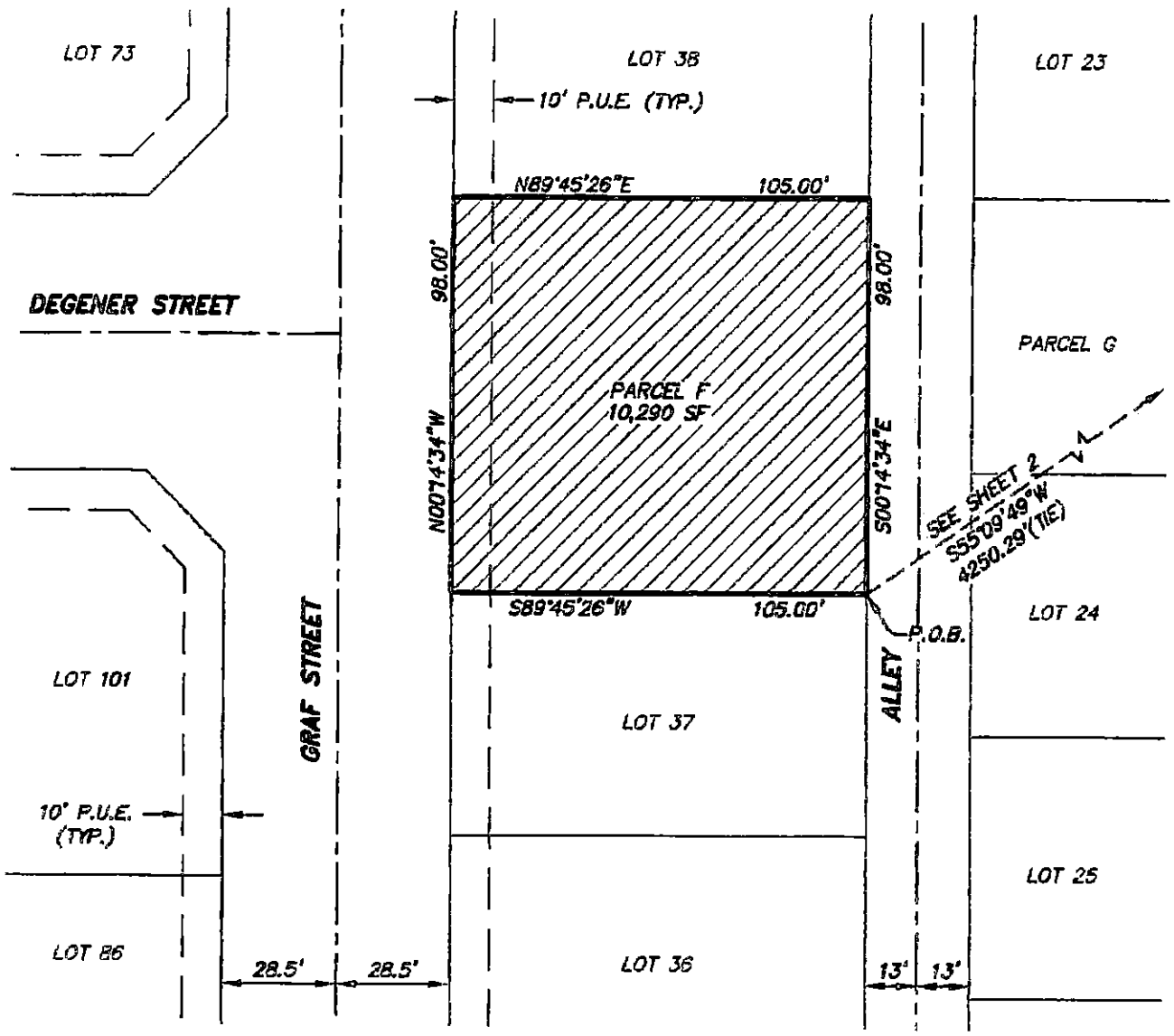
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521

6/12/18
Date



SEE BASIS OF BEARINGS ON SHEET 2

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

0 20 40 80

SCALE: 1"=40'

EXHIBIT C
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 1 OF 2 JUNE 12, 2018

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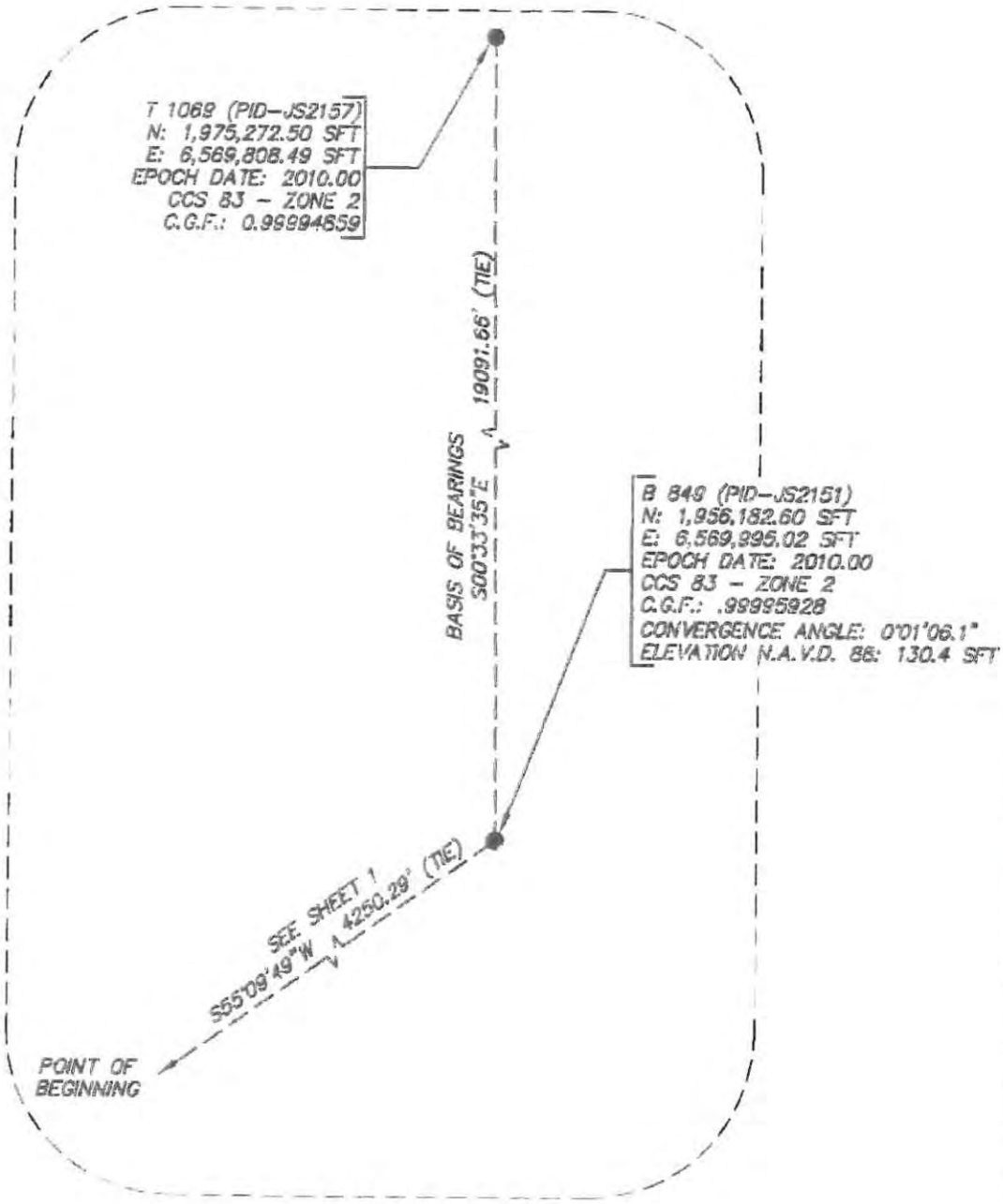
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4692

X:\Land Projects\2260-2-2\dwg\2260-2-2_Exhibit-Parcel F Dedication



DETAIL
NTS

EXHIBIT C
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 2 OF 2 JUNE 12, 2018

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LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

2260-2-2
06/12/2018

EXHIBIT D

PARCEL G DEDICATION
to the
CITY OF WINTERS

That portion of real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Parcel One as described in Document No. 2012-0043107-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at a point distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JS2151); and 2) South 54°27'49" West 4,124.77 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, South 89°46'44" West 106.19 feet; thence North 00°14'34" West 68.05 feet; thence North 89°46'44" East 106.22 feet; thence South 00°13'16" East 68.04 feet to the POINT OF BEGINNING.

Containing 7,226 square feet of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JS2151) and "T 1069"(PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2010.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2010.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99995394.

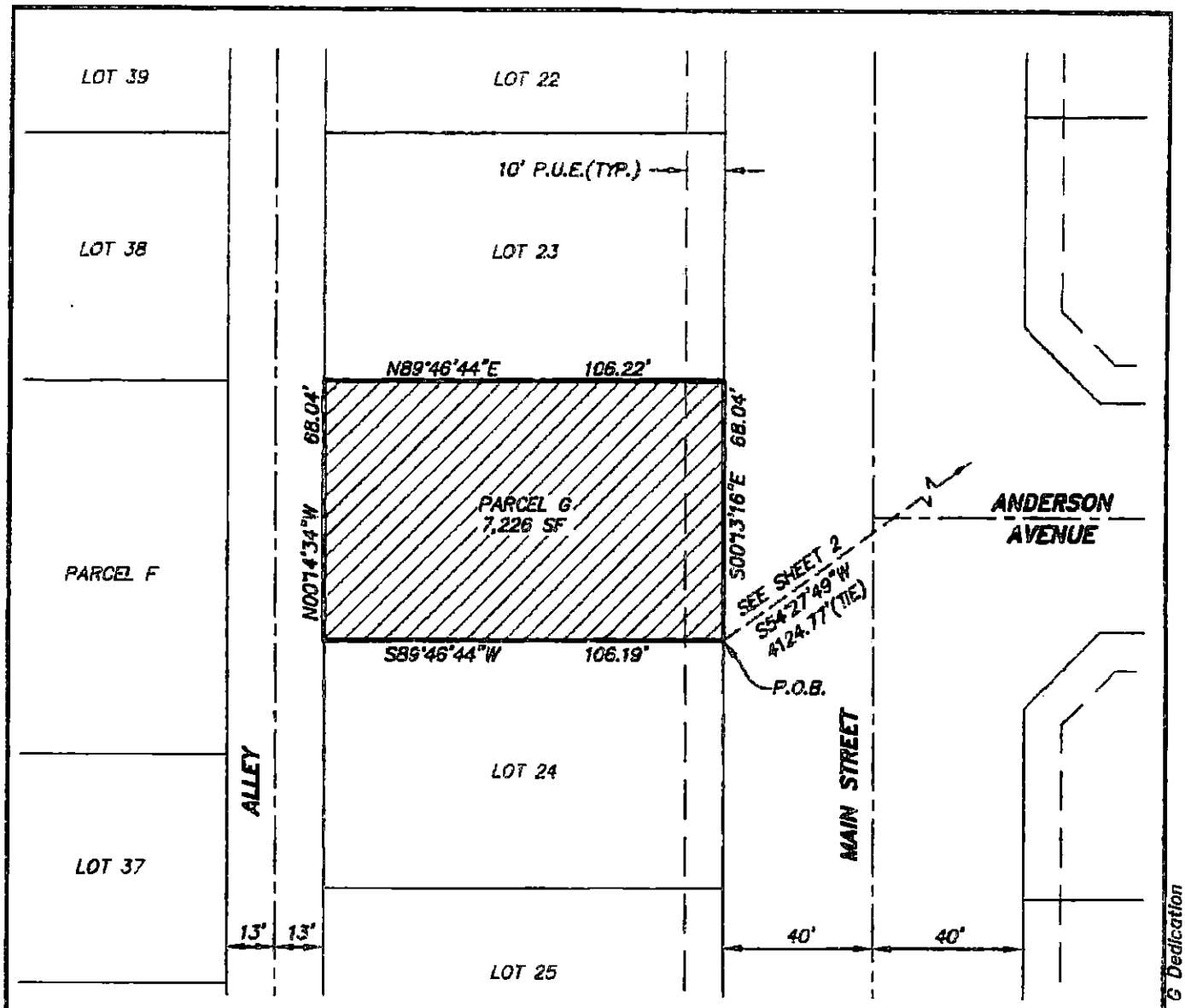
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521

6/12/18
Date



SEE BASIS OF BEARINGS ON SHEET 2

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

0 20 40 80
SCALE: 1"=40'

EXHIBIT D
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 1 OF 2 JUNE 12, 2018

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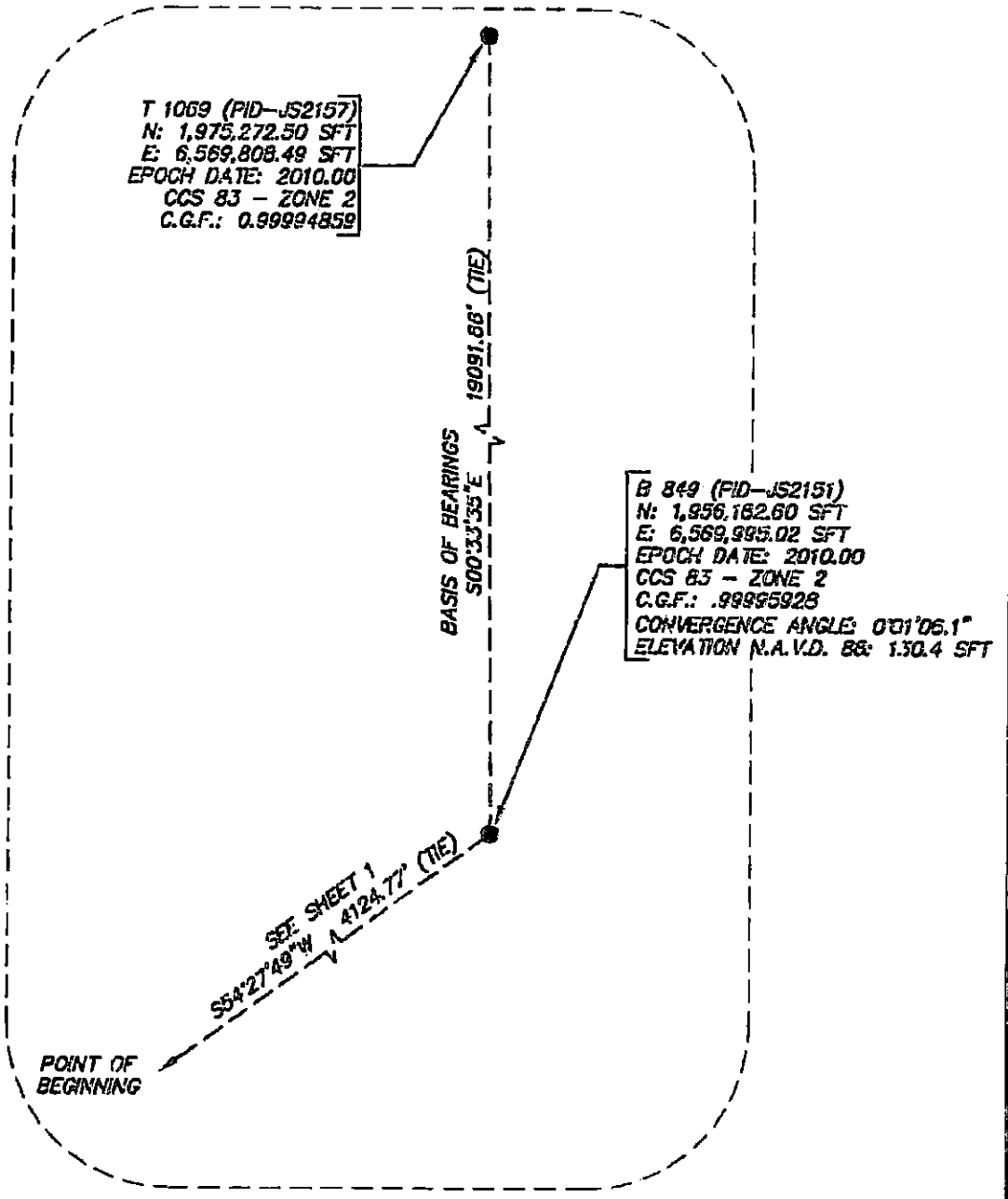

DETAIL
NTS

EXHIBIT D
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 2 OF 2 JUNE 12, 2018

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CIVIL ENGINEERING · LAND SURVEYING · PLANNING

2260-2-2
06/12/2018

EXHIBIT E

PARCEL X DEDICATION
to the
CITY OF WINTERS

That portion of real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Parcel One as described in Document No. 2012-0043107-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at a point on the Southeasterly line of said Parcel One, said point being distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JS2151); and 2) South 47°50'42" West 4,418.05 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and leaving said Southeasterly line, North 00°27'27" East 76.86 feet; thence North 00°13'16" West 3.47 feet; thence North 89°46'44 East 98.91 feet to said Southeasterly line; thence along said Southeasterly line the following two (2) courses and distances: 1) along a non-tangent curve to the left, concave Southeasterly, the radial line of said curve bears South 36°31'11" East, said curve having a radius of 1196.28 feet, through a central angle of 3°33'02" and having an arc distance of 74.13 feet; and 2) South 49°55'47" West 54.01 feet to the POINT OF BEGINNING.

Containing 3,879 square feet of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JS2151) and "T 1069"(PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2010.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2010.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99995394.

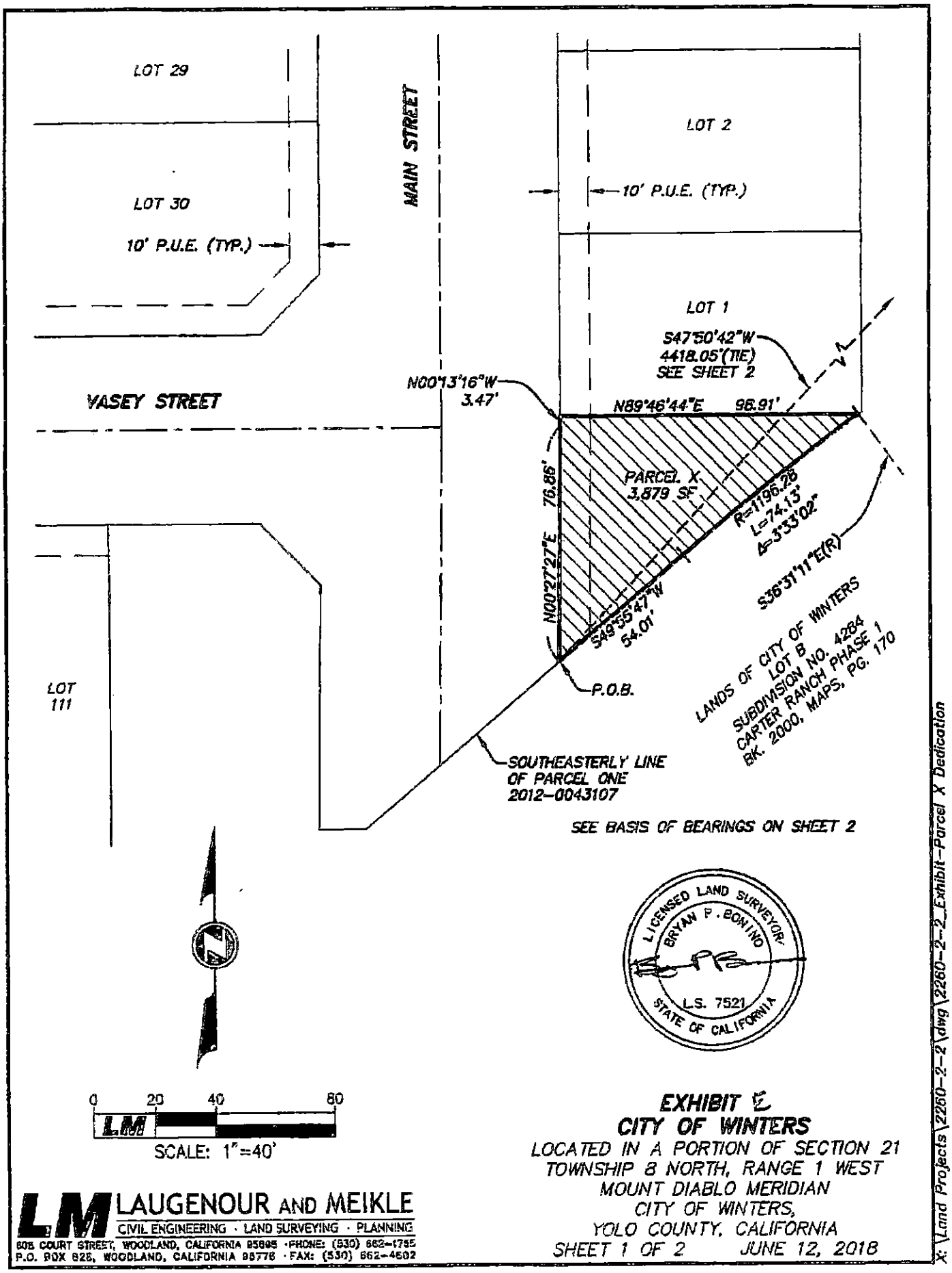
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.

LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

Bryan P. Bonino, L.S. 7521

6/12/18
Date


LOT 29
LOT 30
10' P.U.E. (TYP.)
MAIN STREET
LOT 2
10' P.U.E. (TYP.)
LOT 1
S47°50'42"W
4418.05'(TIE)
SEE SHEET 2
N00°13'16"W
3.47'
VASEY STREET
N89°46'44"E 98.91'
PARCEL X
3,879 SF
76.86'
N00°27'27"E
R=1196.28
L=74.13'
Δ=3°33'02"
S36°31'11"E(R)
S49°55'47"W
54.01'
P.O.B.
LOT 111
LANDS OF CITY OF WINTERS
LOT B
SUBDIVISION NO. 4284
CARTER RANCH PHASE 1
BK. 2000, MAPS, PG. 170
SOUTHEASTERLY LINE
OF PARCEL ONE
2012-0043107
SEE BASIS OF BEARINGS ON SHEET 2
LICENSED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA
0 20 40 80
SCALE: 1"=40'
LAUGENOUR AND MEIKLE
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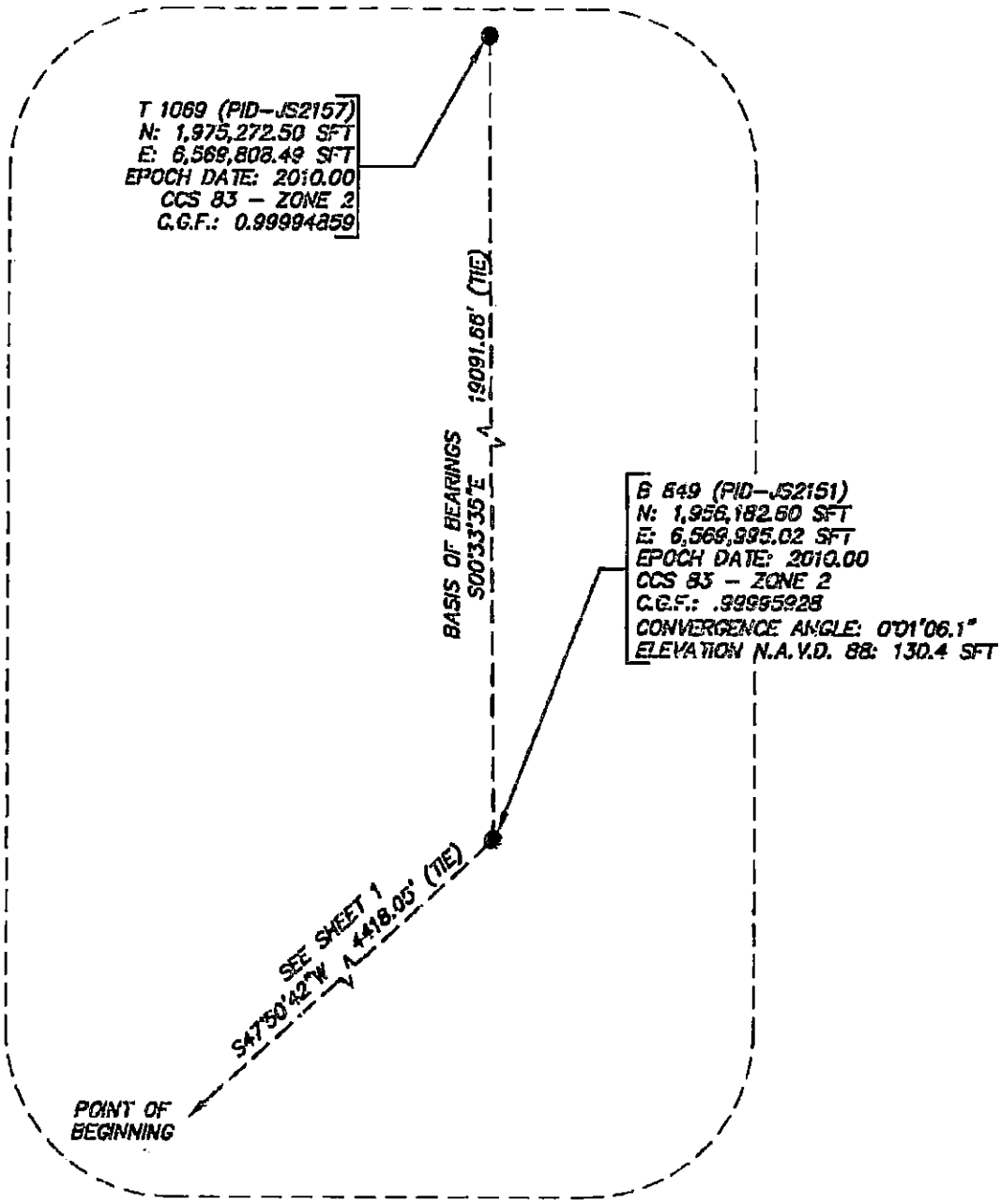
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602
EXHIBIT E
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 1 OF 2 JUNE 12, 2018
X:\Land Projects\2260-2-2\dwg\2260-2-2_Exhibit-Parcel X Dedication



DETAIL
NTS

EXHIBIT E
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 2 OF 2 JUNE 12, 2018

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X:\Land Projects\2260-2-2\dwg\2260-2-2_Exhibit-Parcel X Dedication

RESOLUTION NO. 2018-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE SUBDIVISION FINAL MAP #4508 OF CALLAHAN ESTATES PHASE 1, AUTHORIZING THE MAYOR TO EXECUTE THE PUBLIC IMPROVEMENT AGREEMENT WITH CROWNE COMMUNITIES WINTERS CA LLC, AND AUTHORIZING THE CITY CLERK TO FILE THE FINAL MAP AND PUBLIC IMPROVEMENT AGREEMENT WITH THE COUNTY RECORDER.

WHEREAS, the City of Winters, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City") is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the approval of the Final Map entrance of the City into certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council staff report entitled "Public Improvement Agreement and Subdivision Final Map Approval for Callahan Estates Phase 1" submitted for City Council consideration at its meeting of June 19, 2018 to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such a date the City Council conducted a dully noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard, and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

a. That the Public Improvement Agreement with Crowne Communities Winters CA LLC in the form attached hereto as Exhibit A and incorporated herein by this reference (the "Agreement") is hereby approved.
b. That the Mayor is hereby delegated authority to, and is authorized and directed to, execute the Agreement substantially in the form attached.
c. That the Subdivision Final Map #4508 of Callahan Estates Phase 1 attached hereto as Exhibit B and incorporated herein by this reference (the "Map") is hereby approved.
d. Authorize the recordation of the Agreement and Map by the City Clerk.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on June 19, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Wade Cowan, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

Recording Requested by
and when Recorded, return to:

City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT CALLAHAN ESTATES PHASE 1

This Public Improvement and Maintenance Agreement ("AGREEMENT") is made and entered into this ____ day of _____, 2018 ("EFFECTIVE DATE") by and between the CITY OF WINTERS, a municipal corporation, hereinafter called ("CITY") and CROWNE COMMUNITIES WINTERS CA LLC, hereinafter called ("DEVELOPER"). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES" and singularly as "PARTY."

RECITALS

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, commonly known in the City of Winters as the Callahan Estates Property, Yolo County, specifically Parcel 1 as shown on Parcel Map No. 5122, filed in the office of the County Recorder of the County of Yolo on June 23, 2017, in Book 2017 of Parcel Maps at pages 63 and 64 (the "Property"), and is currently developing the property with a phase 1 residential project (the "Project"); and

WHEREAS, the PROJECT has been conditionally approved by the CITY Planning Commission subject to, among other requirements, the development of and dedication to the City of certain public improvements; and

WHEREAS, the public improvements for the PROJECT include, but are not limited to the following: streets, highways, sidewalks, sewer, water, curbs, gutters, storm drainage facilities, and other public utility facilities. The foregoing public improvements are more particularly described in paragraph 3 of this AGREEMENT, and are hereinafter referred to as "the required public improvements;" and

WHEREAS, the improvement plans for the required public improvements have been prepared in accordance with plans and documents submitted to and approved by the CITY, the conditions of approval required by the Planning Commission, and in satisfaction of applicable state and local environmental compliance requirements; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this AGREEMENT to provide for the construction and dedication to the City of the required public improvements, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Payment of Fees:** Subsequent to execution of this AGREEMENT by CITY, or at such times as are legally required, DEVELOPER shall pay to CITY all those planning, plan check approval, and administrative fees required by CITY ordinances, as more specifically set forth in paragraph 32 of this AGREEMENT. Those fees to be paid shall include actual staff time and expenses incurred in the processing and checking improvement plans. All other fees (e.g.

development impact fees) shall be paid in accordance with existing ordinances or resolutions and this AGREEMENT.

2. **Inspection Fees:** DEVELOPER paid the amount of Eighty-Two Thousand Two-Hundred-Eighty-Two ($82,282) to the inspection fee account, at time of approval of the improvement plans. CITY shall monitor the inspection fee account and upon request by CITY, DEVELOPER shall be obligated to pay additional funds if needed.

The fees referred to in this paragraph are not necessarily the only City inspection fees, charges, or other costs that may be imposed on the PROJECT, and this AGREEMENT shall in no way exonerate or relieve the DEVELOPER from paying such other applicable fees, charges, and/or other costs. Fees associated with over-time inspections and other special inspections related to the required public improvements may be drawn down from the initial deposit, or any subsequent deposit as required by the CITY.

3. **Construction of Improvements:**

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Laugenour and Meikle, dated July 10, 2017 ("IMPROVEMENT PLANS"), as revised, a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. A portion of the improvements have been constructed prior to this Agreement.

The total estimated cost of the remaining required public improvements is Four-Hundred-Fourteen-Thousand Dollars ($414,000).

b. DEVELOPER agrees to install street light pursuant to P.G. & E. and City requirements.

c. DEVELOPER agrees that gas, electric, telephone or cable television utilities shall be provided via underground transmission facilities to Developer's property at no cost to CITY.

4. **Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS approved by CITY.

b. DEVELOPER shall provide the City Engineer with a geotechnical study showing condition of the soil/earth for infrastructure, and building pads.

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's Planning Commission on March 15, 2005, as amended, and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

6. **Schedule For Construction:** Construction of all required public improvements shall be commenced by the DEVELOPER within one-hundred eighty (180) days of the Effective Date and shall be completed within three hundred-sixty five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of construction, the DEVELOPER shall notify the City Engineer, in writing of the date DEVELOPER shall commence construction, and shall provide the City Engineer with a construction schedule, in a form specified by the City Engineer, before beginning any work.

7. **Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The City Engineer is not required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

b. Whenever the DEVELOPER varies the period during which work is carried out on each day, DEVELOPER shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of proper inspection by the City Engineer shall be subject to rejection. Safe access to all parts of the work shall at all times be maintained for the necessary use of the City Engineer, other agents of the CITY, and agents of the Federal, State, or local governments, as applicable, during reasonable hours for inspection of the work to ascertain compliance with applicable laws and regulations.

c. One or more inspectors may be assigned by the City Engineer to observe the work and compliance with this AGREEMENT. It is understood that such inspectors shall have the power to issue instructions, reject work, and make decisions regarding compliance with this

AGREEMENT, subject to review by the City Engineer within the limitations of the authority of the City Engineer, but shall not have the right to reject work previously approved by a different inspector. Such inspection shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions in conformance with this AGREEMENT.

d. The City Engineer and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the DEVELOPER shall provide safe and convenient facilities for such access and for inspection. If this AGREEMENT, the CITY's improvement standards, the City Engineer's instructions, or the laws, ordinances, of any applicable public authority require any material, equipment or work to be specifically tested or approved, the DEVELOPER shall give the City Engineer timely notice of its readiness for such inspection, and if the inspection is by an authority other than the CITY, notice shall be given of the time fixed for such inspection. Inspections by the City Engineer will be made promptly and, where practicable, at the source of supply.

e. Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing such work, including the cost of City furnished materials used in the work, shall be borne by the DEVELOPER, regardless of whether or not the work exposed is found to be defective.

f. The DEVELOPER shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the City Engineer for performing all inspection

and tests. DEVELOPER shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of its inspection.

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the applicable government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

8. **Timeliness and Extension:**

a. Time is of the essence of this AGREEMENT. The dates for commencement and completion of the required public improvements may be extended as provided in this paragraph. The City Engineer may extend the dates due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquake, floods and conditions resulting therefrom, or for other reasons beyond the control of the DEVELOPER. Extension of the dates for any other cause shall be made only by the City Council. Extension shall be granted only upon a showing of good cause by the DEVELOPER. The City Council shall be the sole and final judge as to whether sufficient good cause has been shown to warrant granting the DEVELOPER an extension.

b. Request for extension of the commencement and/or completion date shall be in writing and delivered to the CITY in the manner hereinafter specified for service of notices in paragraph 27 of this AGREEMENT. An extension of time, if any, shall be granted only in

writing, and an oral extension shall not be valid or binding on the CITY.

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

d. The granting of any extension of time may be conditioned by the CITY by requiring new or amended improvement security in amounts reasonably increased to reflect increases in the costs of constructing the required improvements or by other reasonable conditions imposed by the CITY to protect its interests and ensure the timely completion of the required public improvements.

9. **Improvements Security:** Concurrently with the execution of this AGREEMENT, the DEVELOPER or the DEVELOPER's designated General Contractor(s) shall furnish the CITY:

a. Improvement security in the sum of Four-Hundred-Fourteen-Thousand Dollars ($414,000). For Performance, which is equal to 100% of the estimated cost to construct the public improvements within the CITY rights of way; and

b. Improvement security in the sum of Two-Hundred-Seven-Thousand Dollars ($207,000) for Payment/Materials, which is equal to 50% of the estimated cost to construct the public improvements within the CITY rights of way.

c. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

10. **Release of Security:** The security furnished by the DEVELOPER may be released in whole or in part in the following manner:

a. Security given ~~for faithful performance of any act or agreement will be~~ released upon the performance of the act and final completion and acceptance by the City Council of the required work, which shall not be unreasonably withheld. Partial release of said security upon partial performance of the act or the acceptance of the work as it progresses may be made upon written authorization of the City Engineer following his inspection and approval of the required public improvements or work related thereto, and the approval of the City Council once each month. In any event, however, sufficient security in an amount equal to ten percent (10%) of the estimated cost of the required public improvements to be constructed, shall be retained for the guarantee and warranty of the constructed improvements and related work against any defective work or labor done, or defective materials furnished, and for the purpose of guaranteeing payment to the contractor, his subcontractors and to persons furnishing labor,

materials or equipment, and the same shall be retained for one (1) year after completion and acceptance by the CITY of all required public improvements and work related thereto. CITY is further not obligated to release any amount of security deemed reasonably necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

b. Security securing the payment to contractor, his subcontractors and to persons furnishing labor, materials or equipment may, six (6) months after performance of the act and the completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which the action has been filed and notice thereof given in writing to the City Council, and if no such actions have been filed the security may be released in full.

11. **Risk of Loss Prior To Acceptance:** Neither the CITY, nor any of its officers/elected officials or employees, shall be liable or responsible to DEVELOPER or anyone else, for any accident, loss, or damage, happening or occurring to the improvements specified in this AGREEMENT prior to the completion and acceptance of the required public improvements by CITY, unless and only to the extent that any of the above arises by the negligence of the City. The entire risk of loss relative to said improvements shall be with the DEVELOPER during the period of construction thereof and prior to completion and acceptance thereof by CITY.

12. **As Built Drawings:** DEVELOPER shall provide City with a copy of scanned as-built drawings within sixty (60) days of the completion of the project; Certificate of Occupancy.

13. **Utility Arrangements:** DEVELOPER shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this AGREEMENT, a written statement or a will service letter signed by DEVELOPER and each Applicable public utility serving the project, providing that DEVELOPER has made all arrangements required and necessary to provide the public utility service to the project. Said agreement will provide for the undergrounding of all

Applicable utility lines on the property as approved by the City Engineer. For purposes of this paragraph, the term "public utility" shall include, but is not limited to, a company providing natural gas, water, sewer, electricity, telephone, and/or cable television service. Said provision shall be without expense to the CITY.

14. **Insurance:** DEVELOPER shall not commence construction or work under this AGREEMENT until all insurance required under this paragraph is obtained and until such insurance has been approved by the City Attorney as to form and sufficiency, nor shall the DEVELOPER allow any contractor or subcontractor to commence work until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved.

a. WORKERS' COMPENSATION INSURANCE shall be provided, during the life of this AGREEMENT, for all employees employed for construction or work required under this AGREEMENT regardless of whether said employees are employed by Owner or Owner's contractors, subcontractors, or agents. DEVELOPER shall indemnify and hold harmless CITY for any damage resulting from failure of either DEVELOPER or any contractor or subcontractor to take out or maintain such insurance.

b. DEVELOPER shall obtain the following insurance coverages naming DEVELOPER's contractors, subcontractors, and their agents as insured, and the coverage and certificate(s) thereof shall have been approved by the City Attorney:

1) COMPREHENSIVE GENERAL LIABILITY INSURANCE for liability assumed by DEVELOPER pursuant to this AGREEMENT with CITY. The minimum limits of liability for the insurance of this PROJECT for the CITY shall be One Million Dollars ($1,000,000) per occurrence with a Two Million

Dollars ($2,000,000) aggregate for bodily injury liability and property damage liability.

2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars ($1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

An additional insured endorsement to the DEVELOPER's liability insurance policies shall name the CITY, its elective and appointive boards, commissions, officers, agents, and employees, as additional insured, and provide that such insurance is primary insurance with respect to the interest of the CITY and that of any other insurance maintained by the CITY.

15. Certificates of Insurance: Promptly upon execution of this AGREEMENT, and prior to commencement of any work, the DEVELOPER shall provide the CITY with certificates of insurance evidencing that the above-required insurance has been obtained and is in full force and effect. The terms of the above-required insurance policy/policies shall require each carrier to give CITY at least thirty (30) calendar days prior written notice of cancellation or reduction in coverage of each of the above-required insurance policies during the effective period of this AGREEMENT Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER for liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this AGREEMENT or otherwise in law.

16. Indemnification and Hold Harmless: DEVELOPER will indemnify, hold harmless and assume the defense of, in any actions of law or in equity, the CITY, its officers/elected officials, employees, agents, and elective and appointive boards from any and all claims, losses,

damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, directly or indirectly arising out of or in any way connected with performance under this AGREEMENT and/or construction of the required public improvements by the DEVELOPER, his contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the DEVELOPER, his contractor or any subcontractor. This indemnification and hold harmless provision shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the construction. Acceptance of insurance certificates required under this AGREEMENT does not relieve DEVELOPER from liability under this indemnification and hold harmless provision.

17. **Developer Is Not An Agent of the City:** Neither DEVELOPER, nor any of DEVELOPER's contractors, subcontractors, or agents are or shall be considered agents of CITY when performing DEVELOPER's obligations under this AGREEMENT.

18. **Repair of Reconstruction of Defective Work:** For a period of one (1) year after acceptance by the City Council of the completed construction and work done under this AGREEMENT, DEVELOPER shall remain fully and completely responsible for the repair, replacement, and reconstruction of any defective or otherwise unsatisfactory work or labor done, or defective materials furnished, in the performance of this AGREEMENT by DEVELOPER. Should DEVELOPER fail or refuse to act promptly after receiving written notification by CITY of the necessity to act pursuant to the aforementioned requirement, or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacements and perform the reconstruction work and DEVELOPER shall pay to CITY the actual cost therefore plus fifteen percent (15%) thereof, which additional fifteen percent (15%) shall be paid to CITY as and for an administrative

fee. The PARTIES further understand and agree that the improvement security furnished pursuant to paragraph 9 of this AGREEMENT shall guarantee and secure the faithful performance of the provisions of this paragraph during the one-year warranty period.

a. Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. DEVELOPER shall maintain all the Public Improvements in a state of good repair until they are completed by DEVELOPER and approved and accepted by CITY. Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains and sewer; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to CITY; removal of debris from sewers and storm drains; and sweeping, repairing and maintaining in good and safe condition all streets and street improvements. DEVELOPER shall perform street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the CITY ENGINEER. It shall be DEVELOPER'S responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If DEVELOPER fails to properly prosecute its maintenance obligation under this Section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of DEVELOPER and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

19. Acceptance and Dedication to City of Requirement Public Improvements: Title to and ownership of the required public improvements constructed pursuant to this AGREEMENT by DEVELOPER shall vest absolutely to the CITY upon completion and acceptance in writing of such improvements by CITY. The CITY may elect not to accept the required public improvements, unless they are constructed in conformity with the approved IMPROVEMENT PLANS, approved modifications, if any, City's improvement standards, and to the satisfaction of the City Engineer.

20. Notice of Breach and Default: If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the DEVELOPER should be adjudged a bankrupt, or DEVELOPER should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed in the event of DEVELOPER's insolvency, or if DEVELOPER, or any of the DEVELOPER's contractors, subcontractors, agents, or employee, should violate any of the provisions of this AGREEMENT, CITY may serve written notice of breach of this AGREEMENT upon DEVELOPER and any holder of security provided by DEVELOPER pursuant to paragraph 9 of this AGREEMENT.

21. Breach of Agreement: Performance by Improvement Security Provider or City:

a. In the event of any such notice of breach and default, those entities or individuals providing improvement security to the DEVELOPER under Paragraph 9 shall have the duty to take over and complete the required public improvements herein specified. However, if within fifteen (15) days after the servicing upon it of such notice of breach, the security improvement providers do not give CITY written notice of its intention to take over the

performance of the contract, and does not commence performance thereof within twenty (20) days after notice to such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and those providing improvement security to the DEVELOPER shall be liable to CITY for any excess cost or damages occasioned CITY thereby.

b. In the event DEVELOPER has provided security for DEVELOPER's performance under this AGREEMENT in either the form of a deposit or an instrument of credit, CITY, at its option, shall have full and conditional recourse to such security in accomplishing the performance incumbent upon DEVELOPER.

c. In the event the CITY takes action under Subsection 21(a) or 21(b) above, CITY without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor. The rights of CITY provided in this Section are in addition to and cumulative to any and all other rights. Paragraphs 20 and 21 hereof shall not be construed as being in lieu of any other such rights provided by law.

22. <u>Prevailing Wages:</u>

a. DEVELOPER acknowledges that CITY has made no representation, express or implied, to DEVELOPER or any person associated with DEVELOPER regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). DEVELOPER agrees with CITY that DEVELOPER shall assume any and all responsibility and be solely responsible for determining whether or not

laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, DEVELOPER knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section. _____(Initials of Authorized Developer Representative)

c. DEVELOPER shall indemnify, hold harmless and defend CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including DEVELOPER, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this AGREEMENT. DEVELOPER's defense of the CITY

shall be provided by counsel reasonably acceptable to the CITY. The foregoing indemnity shall survive any termination of this AGREEMENT.

23. **Assessment District:** DEVELOPER expressly consents to the annexation to the City-Wide Maintenance Assessment District.

a. Purpose of said district is to provide and pay for the maintenance, servicing, and incidental expenses of the property's street lights, landscaping (where applicable), creek bank protection (where applicable), and open space areas along Putah Creek (where applicable), etc, as provided in the Streets & Highways Code, Section 22500 et seq., arising from the impacts brought by DEVELOPER and improvements constructed by the DEVELOPER.

b. DEVELOPER agrees that current assessment levels are appropriate, as are the assessment formulas.

24. **Effect of Waiver:** CITY's waiver of a breach of any one (1) term, covenant, or other provision of this AGREEMENT, is not a waiver of a breach of any other term, nor is a subsequent breach of the term or provision thereby waived.

25. **Attorney's Fees:** In the event that DEVELOPER fails to perform any obligation hereunder and should CITY prevail in any legal action to compel performance of this AGREEMENT, DEVELOPER agrees to pay reasonable attorney's fees, all costs of suit and all other expenses of litigation incurred by CITY in connection therewith. "Venue for any litigation shall be Yolo County Superior Court, State of California."

26. **Binding on Heirs, Successors, and Assigns:** The covenants and conditions contained in this AGREEMENT shall be binding on DEVELOPER'S heirs, successors, and assigns until such time as said covenants and conditions completely have been fulfilled.

27. Notices and Payments: Notices shall be in writing. Payments shall be made by cash, check, or money order. Notices or payments may be made by personal delivery to or mailed to:

CITY:	City of Winters 318 First Street Winters, CA 95694 Attn: City Manager Telephone: (530) 795-4910	DEVELOPER:	Crowne Communities Winters CA LLC 319 Teegarden Avenue Yuba City, CA 95991 Attn: Kal Takhar Telephone: (530) 870-3172

Mailed notices or payments shall be deemed delivered three days after deposit in the U.S. Mail, properly addressed and with certified postage prepaid. A change of person or place to send or receive notices or payments shall be made in accordance with provision set forth hereinabove. Any PARTY or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. Definition of CITY: "CITY" shall include the City Manager, the City Engineer, and other authorized representatives designated by the Winters City Council.

29. Covenants and Conditions: Each covenant and each condition shall be deemed both a covenant and a condition.

30. Effective Period of This Agreement: This AGREEMENT shall remain in full force and effect for a period of one (1) year after acceptance by the City Council of the completed construction and the work done under this AGREEMENT or from DEVELOPER's completion of the most recent repair or reconstruction work under paragraph 18 of this AGREEMENT, whichever is later.

31. Recordation: The PARTIES agree that this AGREEMENT shall be recorded at the Office of the Yolo County Recorder.

32. **Time For Payment of Fees:**

a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT.

b. Fish and Game CEQA Mitigation: The DEVELOPER shall comply with provisions of Fish and Game Code Section 711.4 by, prior to any construction or grading of the PROJECT site, submitting written evidence of having paid applicable Fish and Game mitigation fees.

c. Building Permits Fees: Appropriate building permit fees shall be paid prior to issuance of building permits.

d. City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid prior to issuance of certificates of occupancy unless otherwise stated in this requirement. Currently those fees are Water, Streets, Police, Fire, Sewer, Local Drainage, Flood Area Storm Drainage Development Impact Fees, General Capital, and Monitoring (General Plan).

e. If applicable, the Flood Area Storm Drainage Development Impact Fees referred to in paragraph 32(d) shall be paid in full prior to issuance of the certificates of occupancy for the development.

f. Development Impact fees are subject to an annual increase each July based upon the Engineering News Record Construction Cost Index.

g. Yolo County Facilities Fees: County fees must be paid prior to issuance of certificates of occupancy.

h. Public Improvement Plan Check Fees: Appropriate plan check fees shall be paid prior to plan check of IMPROVEMENT PLANS.

i. Business License: Prior to conducting business in the City of Winters, all contractors, subcontractors, or any other agents shall pay for and obtain a Business License.

33. **Disclaimer Of Liability:** In the event any claim, action or proceeding is commenced naming the CITY or its agents, officers/elected officials, and employees as defendant, respondent or cross defendant arising or alleged to arise from the CITY's approval of this PROJECT, the DEVELOPER shall defend, indemnify, and hold harmless the CITY or its agents, officers/elected officials and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul any approval of the CITY of Winters, the Winters Planning Commission, any advisory agency to the CITY and local district, or the Winters City Council. Project DEVELOPER shall defend such action at DEVELOPER's sole cost and expense which includes court costs and attorney fees. The CITY shall promptly notify the DEVELOPER of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the CITY from participating in the defense of any claim, action, or proceeding, if the CITY bears its own attorney fees and cost, and defends the action in good faith. DEVELOPER shall not be required to pay or perform any settlement unless the settlement is approved by the DEVELOPER in good faith, and the settlement not direct or indirect cost on the CITY, or its agents, officers/elected officials, and employees, the Winters Planning Commission, any advisory agency to the CITY, local district and the Winters City Council. Not withstanding anything in this AGREEMENT to the contrary, the foregoing shall not apply to any bona fide purchaser(s) from DEVELOPER following their acquisition of any parcel in the development project if the required improvements

(for such purchasers' parcels) have been completed and accepted by the CITY.

34. **Certificates of Occupancy:** Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, or the City Engineer and Fire Chief have provided their written approval.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CITY OF WINTERS:

BY: _____
WADE COWAN
MAYOR

DEVELOPER:

BY: _____
KAL S. TAKHAR
MANAGING MEMBER

ATTEST:

_____
Nanci G. Mills, CITY CLERK

APPROVED AS TO FORM:

_____
Ethan Walsh, ATTORNEY

OWNER'S STATEMENT

THE UNDERSIGNED BEING THE ONLY PARTIES HAVING RECORD TITLE INTEREST IN ALL THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS SUBDIVISION MAP, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP NO. 4508.

THE SAME UNDERSIGNED, ALSO HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF WINTERS:

1. PUBLIC ROADS DESIGNATED "MAIN STREET," "ANDERSON AVENUE," "DRAF WAY," "DEGEMER STREET," "CURTON STREET," "VASEY STREET," AND "ALLEY."
2. [redacted] OR "PUBLIC UTILITY EASEMENT."
3. PARCELS F, AND G FOR OPEN SPACE PURPOSES.
4. PARCEL X FOR A SEWER LIFT STATION.

CROWNE COMMUNITIES WINTERS CA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

BY: K.A. Tak DATE 6-4-18

PRINTED NAME: Kal S. Takhar

TITLE: Managing Member

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Yolo

ON June 4, 2018, BEFORE ME, Shannon Bonino

A NOTARY PUBLIC, PERSONALLY APPEARED Kalbir S Tatar

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:

SIGNATURE Shann Bonino

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Yolo

COMMISSION EXPIRES: June 16, 2020

COMMISSION # OF NOTARY: 2156777

TRUSTEE'S STATEMENT

TRUSTEE UNDER THE DEED OF TRUST RECORDED MARCH 30, 2018, AS INSTRUMENT NO. 2018-0007310, OFFICIAL RECORDS OF YOLO COUNTY, HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP FOR RECORD.

BY: [signature] DATE: June 4, 2018

PRINTED NAME: Eric Seastrom

TITLE: Vice President, Placer Title Co.

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Yolo

ON June 4, 2018, BEFORE ME, Nichole Clark

A NOTARY PUBLIC, PERSONALLY APPEARED Eric Seastrom

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

SIGNATURE [signature]

Nichole Clark

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Yolo

COMMISSION EXPIRES: Oct 6, 2021

COMMISSION # OF NOTARY: 2213505

[redacted]

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 89-168, I DO HEREBY STATE ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS THEREOF, THE UNDERSIGNED HAS CAUSED HIS NAME TO BE SUBSCRIBED ON THIS _____ DAY OF _____, 2018.

HOWARD NEWENS
COUNTY TAX COLLECTOR
YOLO COUNTY, CALIFORNIA

BY: _____
DEPUTY

DEDICATION STATEMENT

SUBDIVIDER NAME: CROWNE COMMUNITIES WINTERS CA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
319 TEEGARDEN AVE.
YUBA CITY, CA 95991

DEDICATION DESCRIPTION: PARCELS E, F, G, AND X

[redacted]

[redacted]

DATE: _____

ALAN L. MITCHELL, P.E.
R.C.E. 52588
CITY ENGINEER
CITY OF WINTERS

[redacted]

DATE: _____

NANCI G. MILLS
CITY CLERK
CITY OF WINTERS

[redacted]

DATE: _____

JOHN DONLEVY
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF WINTERS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TURNING POINT ACQUISITIONS LLC ON JULY 23, 2015. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN SUCH POSITION ON OR WITHIN ONE YEAR FROM THE FILING OF THIS MAP, AND SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRYAN P. BONINO

DATE: 6/1/18

LICENSED LAND SURVEYOR BRYAN P. BONINO L.S. 7121 STATE OF CALIFORNIA

CITY CONSULTANT'S STATEMENT:

I, THE CITY'S CONSULTANT LAND SURVEYOR, HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 4508" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: 6-5-18

CHRISTINE M. JOHNSON, LS 6596

LICENSED LAND SURVEYOR CHRISTINE MARION JOHNSON LS 6596 STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ .M., IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF LAUGENOUR AND MEIKLE.

JESSE SALINAS
COUNTY CLERK-RECORDER
YOLO COUNTY, CALIFORNIA

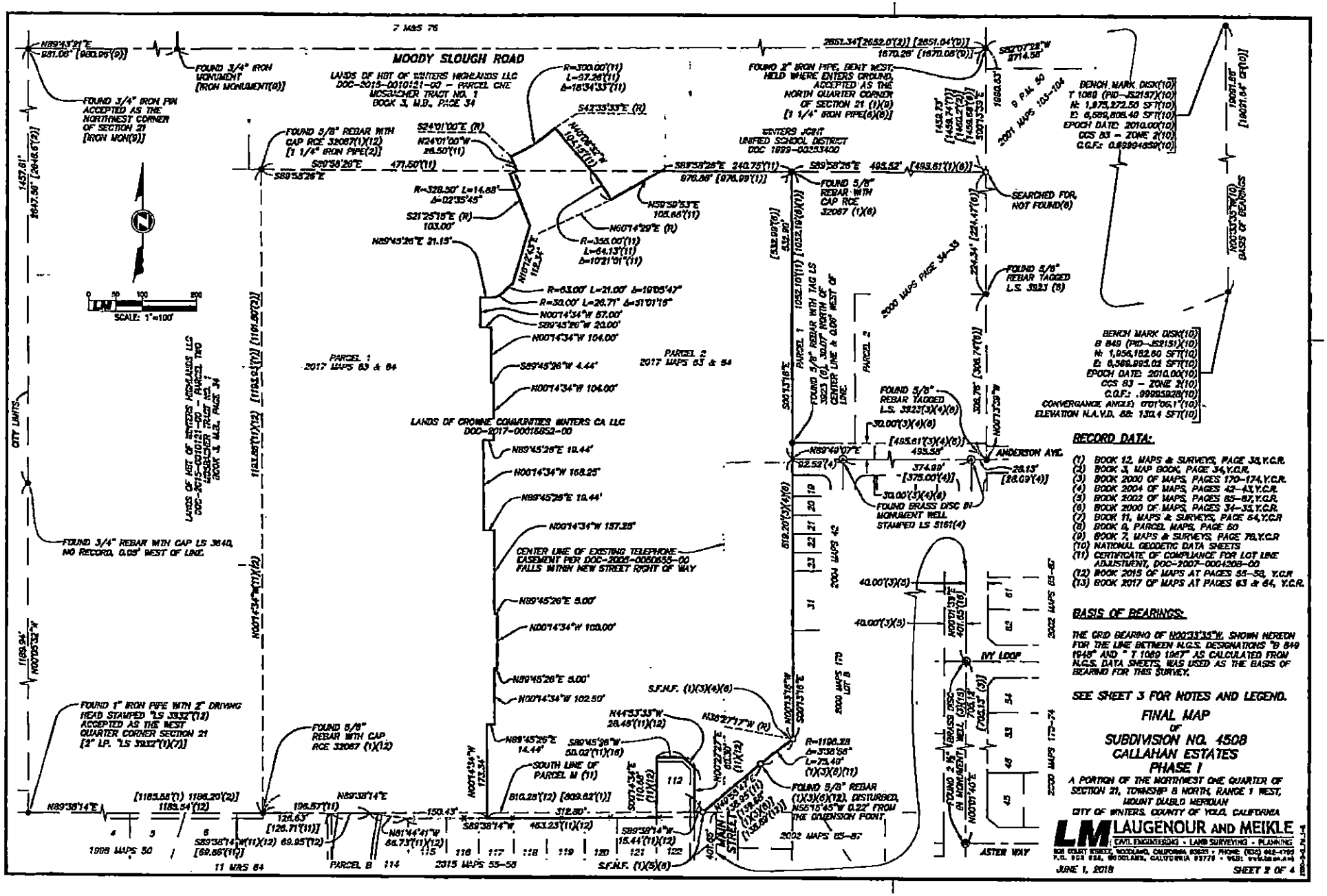
BY: _____
DEPUTY

FINAL MAP
OF
SUBDIVISION NO. 4508
CALLAHAN ESTATES
PHASE I

A PORTION OF THE NORTHWEST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
CITY OF WINTERS, COUNTY OF YOLO, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
526 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 662-7252
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - WEB: www.lmce.net

JUNE 1, 2018



RECORD DATA:

(1) BOOK 12, MAPS & SURVEYS, PAGE 34, Y.C.R.
(2) BOOK 3, MAP BOOK, PAGE 34, Y.C.R.
(3) BOOK 2000 OF MAPS, PAGES 170–174, Y.C.R.
(4) BOOK 2004 OF MAPS, PAGES 42–43, Y.C.R.
(5) BOOK 2002 OF MAPS, PAGES 65–67, Y.C.R.
(6) BOOK 2000 OF MAPS, PAGES 34–35, Y.C.R.
(7) BOOK 11, MAPS & SURVEYS, PAGE 64, Y.C.R
(8) BOOK 6, PARCEL MAPS, PAGE 80
(9) BOOK 7, MAPS & SURVEYS, PAGE 79, Y.C.R
(10) NATIONAL GEODETIC DATA SHEETS
(11) CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, DOC-2007-0004208-00
(12) BOOK 2015 OF MAPS AT PAGES 55–58, Y.C.R
(13) BOOK 2017 OF MAPS AT PAGES 63 & 64, Y.C.R.

BASIS OF BEARINGS:

THE GRID BEARING OF N00°33'35"W, SHOWN HEREON FOR THE LINE BETWEEN N.G.S. DESIGNATIONS "B 849 1948" AND " T 1069 1967" AS CALCULATED FROM N.G.S. DATA SHEETS, WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.

SEE SHEET 3 FOR NOTES AND LEGEND.

FINAL MAP OF SUBDIVISION NO. 4508 CALLAHAN ESTATES PHASE I

A PORTION OF THE NORTHWEST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
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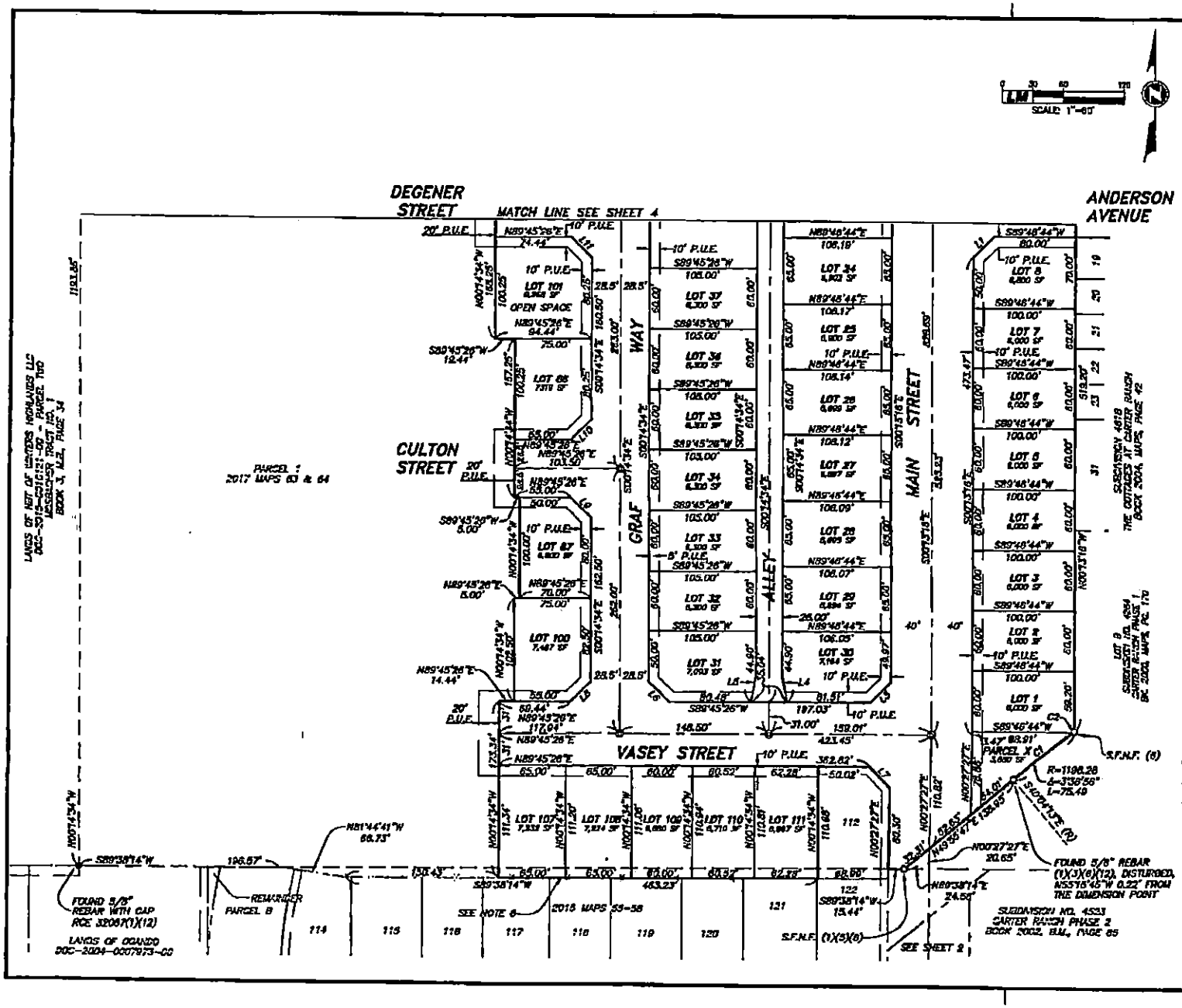
JUNE 1, 2018



NOTES:

1. THE TOTAL AREA FOR THIS SUBDIVISION IS 14.6354 ACRES, GROSS, CONSISTING OF 55 SINGLE-FAMILY LOTS AND 4 MISC. LOTS.

2. [illegible]

3. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.

4. A 1/2" X 18" REBAR WITH TAG LS 7521 MONUMENT WILL BE SET AT EACH REAR LOT PROPERTY CORNER AND AT EACH REAR LOT LINE ANGLE POINT UNLESS OTHERWISE SHOWN OR NOTED.

5. THE SIDE PROPERTY LINES OF EACH LOT WILL BE MARKED WITH A 1/4" DIAMETER, SOLDER-FILLED HOLE IN THE CONCRETE SIDEWALK. THIS HOLE WILL BE POSITIONED ON THE PROJECTION OF THE SIDE LINE AT A DISTANCE OF 1.00-FOOT FROM THE FRONT LINE.

6. ALL EASEMENTS AFFECTING THIS PROPERTY PER PLACER TITLE COMPANY, TITLE NO. P-265106, DATED MARCH 30, 2018 ARE SHOWN OR LISTED HEREON. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON

7. THE EXTERIOR BOUNDARY AND RECORD INFORMATION SHOWN HEREON IS THE SAME AS SHOWN IN BOOK 2017 OF MAPS AT PAGES 63 & 64.

8. THE 1/2" REBARS WITH TAG "LS 7521" ALONG THE NORTH LINE OF LOTS 114-122 FROM 2015 MAPS 53-58, SHOWN HEREON, HAVE BEEN SET AND FENCES HAVE BEEN CONSTRUCTED.

LEGEND:

- ● FOUND MONUMENT AS NOTED ON MAP
- ⊙ FOUND CITY STD. CASED MONUMENT IN MONUMENT WELL, AS NOTED ON MAP
- ⊖ CITY STD. MONUMENT TO BE SET IN MONUMENT WELL, BEING A BRASS CAP IN CONCRETE, STAMPED LS 7521
- ( ) INDICATES RECORD DATA (SEE BELOW)
- [ ] INDICATES INFORMATION PER RECORD DATA
- ○ INDICATES DIMENSION POINT, NOTHING FOUND, SET, OR AS NOTED
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- C10 INDICATES CURVE DIMENSIONAL DATA (SEE CURVE DATA TABLES SHOWN ON SHEETS 3 & 4)
- L13 INDICATES LINE DIMENSIONAL DATA (SEE LINE DATA TABLES SHOWN ON SHEETS 3 & 4)
- (R) INDICATES RADIAL BEARING
- O.R. INDICATES OFFICIAL RECORDS OF YOLO COUNTY
- S.F.N.F. INDICATES SEARCHED FOR NOTHING FOUND

SEE SHEET 4 FOR LINE AND CURVE DATA.

FINAL MAP
OF
SUBDIVISION NO. 4508
CALLAHAN ESTATES
PHASE 1

A PORTION OF THE NORTHWEST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
CITY OF WINTERS, COUNTY OF YOLO, CALIFORNIA

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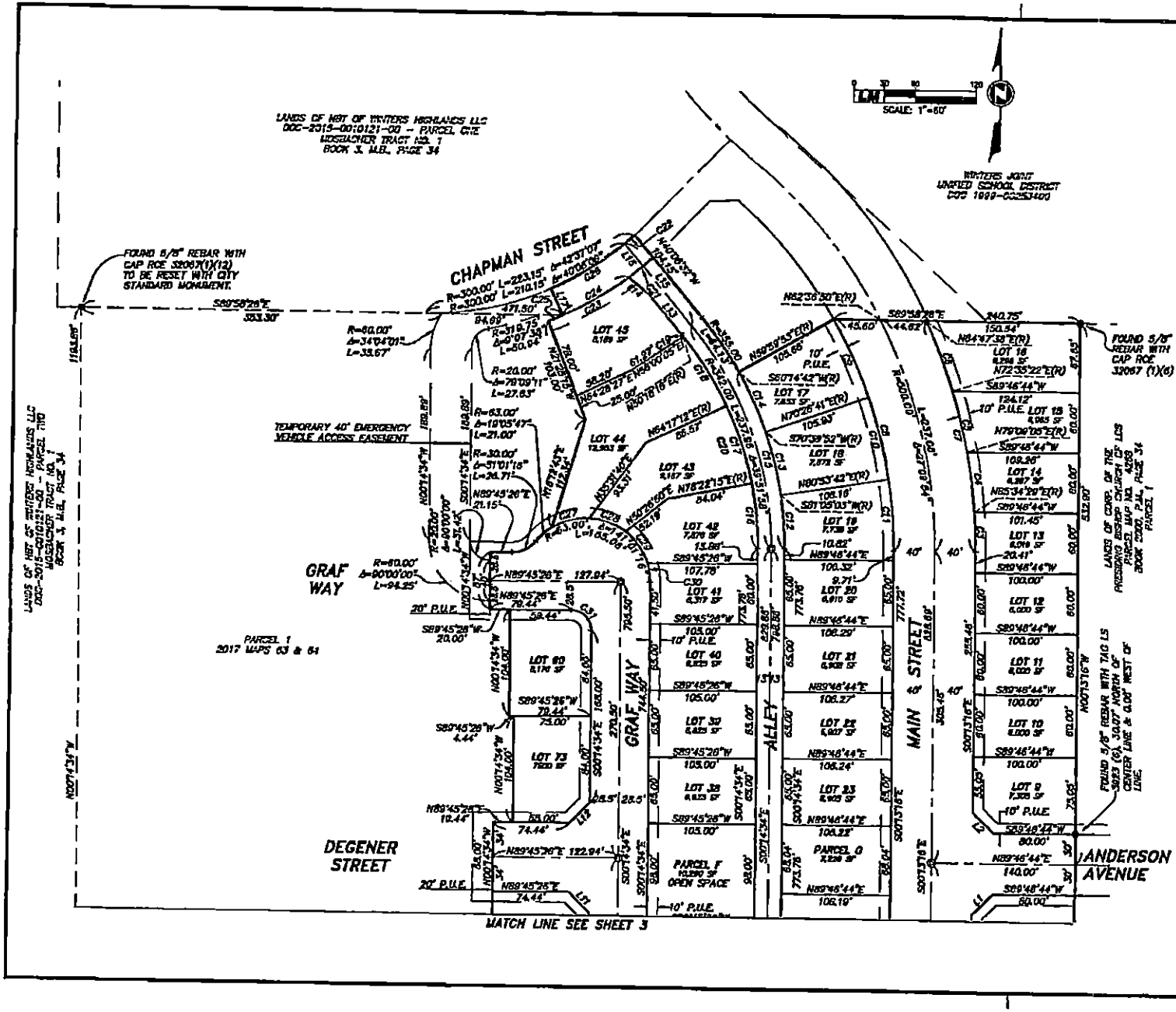
JUNE 1, 2018



LINE TABLE		
LINE	BEARING	LENGTH
L1	N44°46'44"E	28.50'
L2	S45°13'16"E	28.28'
L3	N44°46'05"E	28.28'
L4	S10°28'48"E	28.50'
L5	N02°57'41"E	28.50'
L6	S45°14'34"E	28.28'
L7	S44°53'33"E	28.48'
L8	N44°45'26"E	28.28'
L9	S45°14'34"E	28.28'
L10	N44°45'26"E	28.28'
L11	S45°14'34"E	28.28'
L12	N44°45'26"E	28.28'
L13	S40°06'32"E	50.46'
L14	S50°13'28"E	28.78'
L15	S40°06'32"E	75.37'
L16	S40°06'32"E	28.50'
L17	S24°01'00"E	28.50'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	1196.28'	74.13'	3°33'02"
C2	1196.28'	1.36'	0°03'54"
C3	540.00'	39.82'	4°12'18"
C4	540.00'	60.54'	6°25'24"
C5	540.00'	61.85'	6°33'43"
C6	540.00'	73.47'	7°47'44"
C7	540.00'	235.48'	24°59'06"
C8	460.00'	239.10'	29°48'31"
C9	460.00'	83.87'	10°26'48"
C10	460.00'	83.90'	10°27'01"
C11	460.00'	71.32'	8°53'02"
C12	335.00'	83.74'	8°40'23"
C13	335.00'	84.56'	10°29'11"
C14	335.00'	84.56'	10°29'23"
C15	335.00'	182.86'	29°30'57"
C16	329.00'	63.38'	11°23'31"
C17	329.00'	80.87'	14°05'03"
C18	329.00'	80.29'	13°58'58"
C19	329.00'	2.37'	0°24'48"
C20	328.00'	228.02'	39°51'56"
C21	328.50'	30.54'	5°19'37"
C22	300.00'	13.00'	2°29'01"
C23	328.50'	89.61'	15°37'45"
C24	328.50'	74.73'	13°02'00"
C25	328.50'	14.88'	2°35'45"
C26	300.00'	84.26'	16°05'32"
C27	63.00'	38.43'	34°56'57"
C28	63.00'	38.43'	34°56'58"
C29	63.00'	38.43'	34°56'58"
C30	63.00'	18.78'	17°04'39"
C31	20.00'	31.42'	90°00'00"

FINAL MAP OF SUBDIVISION NO. 4508 CALLAHAN ESTATES PHASE I

A PORTION OF THE NORTHWEST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN

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JUNE 1, 2018

SHEET 4 OF 4

CITY OF
WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: June 19, 2018

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

FROM: Carol Scianna, Environmental Services Manager

SUBJECT: Draft Wastewater Treatment Facility Master Plan and Recommended Option

---

RECOMMENDATION: Staff recommends Council receive presentation of the Draft Wastewater Treatment Facility(WWTF) Master Plan Update presented by Larry Walker and Associates staff and select a preferred options available for.

BACKGROUND:
In 2006 a similar Wastewater Treatment Facility (WWTF) Masterplan was presented to Council and Commissioners discussing several options for expansion of Wastewater Treatment Facility that would allow the City to provide services for anticipated growth. However, the housing market stalled and discussions were terminated since expansion was not needed at the time. With the recent recovery of housing market the City has been tasked to re- evaluate the WWTF and determine what improvements would be necessary to provide services for a City population of 12,243 by the year 2036. A previous version of the update came before the Commission in April 2016 with population numbers at 8,800. It was determined that the increased population would be more beneficial for longer range planning purposes. New regulatory requirements were also considered with this update. Five options are being presented and discussed to determine which alternative would be the best choice for the City.
The Masterplan was reviewed by Planning Commission on May 22, 2018 their recommendation was to approve preferred option as presented

ATTACHMENTS: Draft Wastewater Treatment Facility Master Plan Update dated 4/2017

APRIL 2017

DRAFT

CITY OF WINTERS

Wastewater Treatment Facility Master Plan Update

Prepared by

LARRY WALKER ASSOCIATES

LARRY WALKER ASSOCIATES

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Appendix A: City of Winters Waste Discharge Requirements Order No. R5-2002-0136
Appendix B: Water Balance Calculation Tables
Appendix C: Cost Estimate Tables

List of Acronyms

BOD_5	5-day biochemical oxygen demand
BPTC	Best Practicable Treatment and Control
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIMIS	California Irrigation Management Information System
ET_0	reference evapotranspiration rate
gpcd	gallons per capita per day
gpm	gallons per minute
hp	horsepower
lb/day	pounds per day
MBR	membrane bioreactor
mg	million gallons
mg/L	milligrams per liter
mgd	million gallons per day
POTW	Publicly-owned treatment works
psi	pounds per square inch
TSS	Total suspended solids
UV	ultraviolet
WDR	Waste Discharge Requirements
WRR	Water Recycling Requirements
WWTF	City of Winters Wastewater Treatment Facility

Executive Summary

The Wastewater Treatment Facility Master Plan Update was prepared to re-evaluate the wastewater treatment facilities necessary to serve the estimated City of Winters (City) population of 12,243 by 2036 and comply with probable regulatory requirements and to identify the apparent best alternative for phased implementation of the facilities.

TREATMENT, RECYCLE, AND DISPOSAL ALTERNATIVES

The City has an ultimate goal of fully recycling its final effluent by providing it to local farmers for crop irrigation. The Wastewater Treatment Facility Master Plan Update identified and evaluated five alternatives that feature different levels of storage pond lining and treatment levels that will allow the City to reach that goal while minimizing, if not eliminating, the use of the existing spray fields for final effluent disposal. Principal features and present worth costs of each alternative considered in this Master Plan Update are summarized in Table ES-1.

Table ES-1. Comparison of Facility Requirements for Treatment and Recycle/Discharge Alternatives

Component	Alternative				
	1A	1B	2A	2B	3A
Treatment Process	Aerated ponds	Aerated ponds	Aerated ponds	Aerated ponds	Tertiary MBR
Storage Pond Lining	New only	All ponds	New only	All ponds	All ponds
Effluent Recycle/Disposal	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle
Storage Volume (acre-feet)					
Existing	288 (1)	288 (1)	380	380	380
Phase 1 – New	115	264	0	132	0
Phase 2 – New	115	132	103	132	127
Total	518	684	483	643	507
Spray Field Usage (acres) (2)					
Existing	170	170	170	170	170
Phase 1	-18	-40	0	-20	0
Phase 2	-152	-130	-170	-150	-170
Total	0	0	0	0	0
Water Recycling Volume (acre-feet)	780	980	810	1,020	1,050
Present Worth Cost (3)	$16,057,000	$23,670,000	$10,710,000	$19,999,000	$40,688,000
Phase 1	$5,683,000	$14,266,000	$640,000	$8,603,000	$23,827,000
Phase 2	$4,019,000	$3,049,000	$3,715,000	$5,041,000	$4,042,000
O&M	$6,354,000	$6,354,000	$6,354,000	$6,354,000	$12,819,000

(1) For this alternative, it is assumed that Pond 1 is full and provide zero storage capacity at the beginning of the wet season.
(2) Before the City moves towards full recycling, the spray fields will continue to be necessary to dispose of final effluent in excess of recycled water demand. Once the City fully recycles all its final effluent, it may be possible to identify alternative uses for the spray fields.
(3) Present worth costs do not include the costs associated with installing recycled water conveyance facilities. The City needs to identify recycled water users prior to sizing and designing this system.

ANALYSIS OF ALTERNATIVES

The various alternatives are compared by means of the ranking matrix presented in Table ES-2 in which numeric scores are assigned to each alternative for various monetary and non-monetary factors. Scoring is based on a combination of field experience, published information, regulatory knowledge, and best professional judgment. The highest score indicates the apparent best alternative.

Table ES-2. Summary Comparison of Alternatives Ranking

Factor	Alternative					
	Maximum	1A	1B	2A	2B	3A
Present worth cost	40	30	25	40	30	10
Recycled water production	5	2	4	3	5	5
Spray field land disposition	5	3	2	5	3	5
Ease/reliability of operation	5	5	5	5	5	3
Health, safety, odor risk	5	3	3	3	3	5
Regulatory considerations	20	15	15	15	15	18
Environmental considerations	20	10	14	14	16	18
Total	100	68	68	85	77	64

APPARENT BEST ALTERNATIVE

The apparent best alternative will depend on the need to line existing storage ponds to achieve Best Practicable Treatment and Control (BPTC). If the Central Valley Regional Water Quality Control Board determines through a BPTC Evaluation that lining of existing storage ponds is not required, then Alternative 2A is the preferred alternative based on its low cost and highest overall ranking. However, if lining of the existing storage ponds is required to achieve BPTC, then Alternative 2B becomes the preferred alternative.

Introduction

BACKGROUND

The City of Winters (City) owns and operates the Wastewater Treatment Facility (WWTF), which provides treatment and disposal of wastewater from approximately 7,000 residents in the City. The City most recently updated the *Sewer Master Plan – Wastewater Treatment Facilities* in August 1996 (1996 Master Plan). The 1996 Master Plan outlined a three-phase implementation plan to update wastewater treatment and disposal facilities to meet the needs of a design population of 12,500 by 2010. The City implemented Phases 1A and 1B of the 1996 Master Plan in 2001 and 2002, respectively, which increased the rated average dry weather design flow of the WWTF to the current 0.96 million gallons per day (mgd).

Subsequent to the 1996 Master Plan, the City prepared a draft *Wastewater Facilities Master Plan Update* in January 2007 (2007 Draft Master Plan). The 2007 Draft Master Plan was developed to re-evaluate the wastewater treatment and disposal facilities necessary for a design population of 12,500 in addition to complying with potential regulatory requirements that could have been imposed on the City based on groundwater study findings and developments in treatment process technology. The 2007 Draft Master Plan outlined multiple alternatives ranging from expansion of existing treatment and disposal facilities to upgrading treatment technologies to allow for alternative disposal options. Due to overall economic conditions beginning in late 2007, land development in the City slowed significantly, and growth expectations were not realized.

PURPOSE

As economic conditions have improved in recent years, land development activity in the City has started to increase with new development being planned and initiated. To meet expected future growth, mitigate water conservation restrictions, and expand recycled water opportunities, the City is re-evaluating the WWTF to determine how to expand and/or upgrade the existing treatment and disposal facilities as part of this Wastewater Treatment Facility Master Plan Update. This update will also consider existing, near-term, and potential long-term regulatory requirements in developing and identifying the apparent best alternative for implementation.

This update is organized into the following sections:

- Description of existing facilities and conditions;
- Assessment of regulatory requirements that may affect decisions regarding treatment and discharge/water recycling alternatives;
- Development of design considerations;
- Identification and development of wastewater treatment and disposal facilities alternatives to accommodate future needs, including preliminary site layouts, design criteria, and planning level capital and operating costs;
- Analysis of alternatives by comparison of total present worth costs and non-monetary factors; and
- Selection of a recommended alternative and description of a plan for phased implementation of the recommended facilities.

Existing Facilities and Conditions

The WWTF treats wastewater through a two-stage aerated pond system that includes a polishing pond and chlorination facilities for disinfection. Final effluent can be stored in four storage ponds, disposed of on 170 acres of spray fields, or provided as recycled water to local farmers for crop irrigation. A site map identifying the location and configuration of existing facilities is presented in Figure 1. Design data and rated capacities for existing treatment and storage/recycle/disposal facilities are presented in Table 1 and Table 2, respectively.

Figure 1. Site Map of Current Winters Wastewater Treatment Facility

Table 1. Design Criteria for Existing Treatment Facilities

Parameter	Unit	Value
Flow		
Current (2014)	mgd	0.59
Average dry weather design capacity	mgd	0.92
Peak wet weather capacity	mgd	6.0
Influent pump station (East Street)		
Number of pumps	ea	3
Horsepower	hp	1 @ 47 2 @ 88
Pump capacity	gpm	1 @ 475
Flow meter capacity	mgd	3.7
Aerated Pond Stage 1 (Primary)		
Number of ponds	ea	2
Aerators per pond/unit horsepower	ea/hp	1 @ 25
Oxygen transfer capacity per pond	lb/day	1,560
Volume per pond	mg	0.68
Depth	ft	10
Aerated Pond Stage 2 (Secondary)		
Number of ponds	ea	2
Aerators per pond/unit horsepower	ea/hp	1 @ 20
Oxygen transfer capacity per pond	lb/day	720
Volume per pond	mg	1.2
Depth	ft	10
Polishing Pond		
Number of ponds	ea	1
Surface area	acres	5.0
Pond re-aeration rate	lb/day	500
Volume	mg	14.6
Disinfection System		
Type	–	Hypochlorite
Capacity	gal/hr	10.5

Table 2. Design Criteria for Existing Storage and Water Recycling/Disposal Facilities

Parameter	Unit	Value
Storage Ponds		
Number of ponds	ea	4
Pond Area		
Pond No. 1	acre	10.8
Pond No. 2	acre	10.4
Pond No. 3	acre	6.1
Pond No. 4	acre	16.0
Pond Volume		
Pond No. 1	acre-ft	92
Pond No. 2	acre-ft	95
Pond No. 3	acre-ft	53
Pond No. 4	acre-ft	140
Irrigation Pump Station		
Number of pumps	ea	2
Horsepower per pump	hp	75
Capacity per pump	gpm	1,200
Transfer/Tailwater Pumping Station		
Number of pumps	ea	2
Horsepower per pump	hp	15
Capacity per pump	gpm	1,200
Irrigation System		
North Spray Field		
Area	acre	130
Type of distribution system	–	buried solid-set
Type of sprinklers	–	big-gun impact
Capacity per sprinkler	gpm	324 @ 60 psi
Number of sprinklers	ea	104
South Spray Field		
Area	acre	40
Type of distribution system	–	surface aluminum
Type of sprinklers	–	1-nozzle impact
Capacity per sprinkler	gpm	10.7 @ 60 psi
Number of sprinklers	ea	448

Design Conditions

Future wastewater facilities must be designed to accommodate projected wastewater flows and loadings from all discharge sources. To estimate the volume of wastewater that must be treated and disposed of by the WWTF during the next 20 years (i.e., 2036), water balances were developed using two wastewater generation rates to determine if the current WWTF has the capacity to handle the anticipated volume of wastewater. Based on that analysis, a wastewater generation rate was selected for this Master Plan update. This section also includes discussion about near-term and long-term regulatory requirements that may impact the City's operation of the WWTF and design criteria used for developing the alternatives.

WATER BALANCE

Water balances were developed to identify the range of volumes of wastewater that the WWTF may need to treat and dispose of by 2036. An initial set of water balances were developed using two wastewater generation rates based on recent data, current and projected water recycling and irrigation rates, local precipitation and evaporation rates, seepage rates, and projected future population. These wastewater generation rates were evaluated to determine the appropriate design wastewater generation rate that was used to develop alternatives for improving the WWTF to manage future needs.

Wastewater Inflow

Water balances designed to identify future needs are typically based on projected population and an expected wastewater generation rate.

Projected 2036 Population

In January 2014, the United States Census Bureau estimated that the population of the City was approximately 6,979. Between 2007 and 2013, the City's population only grew at an average annual rate of 0.1 percent due to the economic conditions beginning in late 2007 that significantly impacted land development in the City. Over the last few years as economic conditions have improved, land development activity in the City has increased with new development being planned and initiated. By 2036, the City currently anticipates adding approximately 5,264 people for a total population of 12,243.[1]

Wastewater Generation Rate

A wastewater generation rate of 130 gallons per capita per day (gpcd) was used in the development of the 2007 Draft Master Plan. This design generation rate included an allowance for potential future commercial and industrial discharges. In June 2014, a wastewater generation rate analysis was conducted using influent wastewater flows to the WWTF between January 2007 and April 2014 and recent population information data. This analysis yielded an updated

[1] Communication with John Donlevy (City of Winters – City Manager) via Alan Mitchell (City Engineer) and Carol Scianna (City of Winters – Environmental Services Manager), August 18, 2016.

wastewater generation rate of 102 gpcd.[2] A major reason for the reduced wastewater generation rate was reduced sewer infiltration and inflow resulting from sewer system improvements. Between 2012 and 2013, the City, through its Capital Improvement Program (CIP), rehabilitated and/or replaced approximately 17,000 feet of sewer lines in older neighborhoods. This project, which was completed in early 2013, reduced inflow, infiltration, and exfiltration of wastewater from approximately 0.063 to 0.017 mgd.

Since the June 2014 analysis, drought conditions in California have worsened and mandatory water conservation efforts were implemented that resulted in a significant reduction in overall influent wastewater flows to the WWTF. While the maximum three-month moving average influent flow rate used to develop the wastewater generation rate in June 2014 has remained relatively constant (0.709 mgd February-April 2014 vs. 0.708 mgd December 2014-February 2015), mandatory water conservation requirements were not implemented until after the wet season in 2015. A comparison of the average dry weather influent flow reveals a decrease from 0.503 mgd (June-August 2014) to 0.375 mgd (May-July 2015), which is likely due to the effect of mandatory water conservation measures. Although extrapolating the maximum three-month moving average influent flow based on reduction in average dry weather influent flow is not ideal, it provides an indication of how the wastewater generation rate may decrease with the current mandatory water conservation measures. Based on this extrapolation, the estimated maximum three-month moving average influent flow rate is 0.528 mgd, which translates into a wastewater generation rate of 75 gpcd (assuming a population of 7,000).

It is expected that the current drought situation will eventually abate, and mandatory water conservation measures will be relaxed. Although mandatory water conservation measures will be relaxed, it may be reasonable to expect that the overall future water usage (and wastewater generation rate) will not reach its pre-drought conditions due to changes in behavior and installation of water conservation fixtures in new housing stock. Based on this assumption, the two wastewater generation rates used to develop water balances as part of this Master Plan update are 85 gpcd, which represents an approximate midpoint between the pre- and post-mandatory water conservation conditions, and 102 gpcd, which represents the pre-mandatory water conservation condition. These wastewater generation rates assume a proportional increase in commercial and industrial discharges relative to the current conditions.

Estimated Future Influent Wastewater Flow Rates

Influent wastewater flow rate to the WWTF varies on a month-to-month basis due to factors including, but not limited to, seasonal effects and businesses, precipitation, and inflow and infiltration. Using data collected between January 2012 and July 2015, the average daily influent flow rates and average monthly wastewater volumes are presented in Table 3.

[2] Larry Walker Associates. Per Capita Wastewater Generation Rate Analysis Technical Memorandum. June 16, 2014.

Table 3. City of Winters Monthly Influent Wastewater Flow Characteristics

Month	Average Daily Influent Flow (mgd)	Average Total Influent Volume (mg)	% of Annual Volume
January	0.533	16.5	7.9%
February	0.605	17.1	8.2%
March	0.578	17.9	8.6%
April	0.580	17.4	8.4%
May	0.561	17.4	8.4%
June	0.529	15.9	7.6%
July	0.560	17.4	8.3%
August	0.520	16.1	7.7%
September	0.614	18.4	8.9%
October	0.543	16.8	8.1%
November	0.629	18.9	9.1%
December	0.591	18.3	8.8%
Total		208.1	100%

Assuming a 2036 population of 12,243, the projected annual volumes of wastewater to be treated and disposed of by the WWTF will be 380 mg (average dry weather flow 1.04 mgd) and 456 mg (1.25 mgd) based on wastewater generation rates of 85 gpcd and 102 gcpd, respectively. These volumes of wastewater were used in the initial set of water balances. Based on the projected growth rate, the WWTF is expected to reach its current rated capacity with a population of 10,824 in 2031.

Precipitation

Historically, the City receives an annual average of 21.68 inches of precipitation.[3] The City operates the WWTF in compliance with Waste Discharge Requirements (WDR) (Order No. R5-2002-0136), which was issued by the Central Valley Regional Water Quality Control Board (Regional Water Board) in July 2002. A copy of the WDR is included in Appendix A. The WDR (Discharge Specification B.6) requires that "the facility shall have sufficient treatment, storage, and disposal capacity to accommodate allowable wastewater flow and design seasonal precipitation and ancillary inflow and infiltration during the winter months. Design seasonal precipitation shall be based on the total annual precipitation using a return period of 100 years, distributed monthly in accordance with historic rainfall patterns". Using historic precipitation data from the Western Regional Climate Center (1943-2010), the total annual precipitation using a return period of 100 years, which is the annual precipitation expected to occur once every 100 years, or equivalently, the annual precipitation with 1 percent chance of occurring each year, is 51.2 inches. The average monthly precipitation distribution was used to develop a distribution for precipitation resulting from the 100 year total annual precipitation event, which is presented in Table 4. These precipitation rates are used in the water balances.

[3] Western Regional Climate Center (Station 049742). http://www.wrcc.dri.edu (last accessed September 23, 2015).

Table 4. City of Winters Monthly Precipitation Distribution

Month	Average Precipitation (in)	% of Annual Precipitation	Estimated Monthly Precipitation from 100-year Annual Total (in)
January	4.86	22.4%	11.48
February	3.94	18.2%	9.30
March	2.81	13.0%	6.64
April	1.28	5.9%	3.02
May	0.52	2.4%	1.23
June	0.14	0.6%	0.33
July	0.02	0.1%	0.05
August	0.04	0.2%	0.09
September	0.22	1.0%	0.52
October	0.99	4.6%	2.34
November	2.59	11.9%	6.12
December	4.27	19.7%	10.08
Total	21.68	100%	51.2

The water balances also consider precipitation that falls directly onto the polishing and storage ponds. The polishing pond and four storage ponds have a total surface area of 48.3 acres. In developing the water balances, additional storage may be necessary to accommodate future growth, increase in wastewater flow rates, and the 100-year annual precipitation total. The existing surface area of the polishing and storage ponds as well as new surface area of proposed storage pond(s) were used to calculate the volume of water in the ponds generated from precipitation.

Evapotranspiration

Evaporation of water from pond surfaces is based on the reference evapotranspiration rate (ET_0) measured by the California Irrigation Management Information System (CIMIS). CIMIS developed monthly average reference evapotranspiration rates by zones for California.[4] The City, which is located in Zone 14, has the monthly average reference evapotranspiration rates presented in Table 5. Generally, evaporation from pond surfaces typically exceed the reference evapotranspiration rates by approximately 10 percent. For the water balances, calculations are based on 110 percent of the reference evapotranspiration rates. The water balances also consider evapotranspiration of water from the polishing and storage ponds. As stated previously, the surface area of the existing polishing pond and storage ponds as well as new surface area of proposed storage pond(s) were used to calculate the water loss in the ponds due to evapotranspiration.

[4] California Irrigation Management Information System (CIMIS). Reference EvapoTranspiration ET_0 Zones, 1999. http://www.cimis.water.ca.gov/app_theme/images/etozonemap.jpg (last accessed September 23, 2015).

Table 5. City of Winters Monthly Average Reference Evapotranspiration Rate and Evapotranspiration Rates for Water Balances

Month	Monthly Average Reference Evapotranspiration Rate (in)	Monthly Average Evapotranspiration Rate used in Water Balances (in)
January	1.55	1.71
February	2.24	2.46
March	3.72	4.09
April	5.10	5.61
May	6.82	7.50
June	7.80	8.58
July	8.68	9.55
August	7.75	8.53
September	5.70	6.27
October	4.03	4.43
November	2.10	2.31
December	1.55	1.71
Total	57.0	62.8

Seepage

The existing storage ponds are currently not lined, which allows for percolation from the ponds into the subsurface to occur. The 2007 Draft Master Plan used seepage rates of 8 inches per month for unlined Ponds 1-3, 4 inches per month for unlined Pond 4, and 1 inch per month for new, lined ponds. These seepage rates were used to develop the water balances.

Effluent Discharge and Recycling

The City currently disposes of final effluent primarily on approximately 170 acres of spray fields – approximately 130 acres which are located to the east of the WWTF (North Spray Field) and 40 acres which are located to the southwest of the WWTF (South Spray Field). Disposal of final effluent to the spray fields is regulated by the WDR, which limits the application rate based on nitrogen requirements for vegetation, requires setbacks, and prohibits discharge 24 hours before, during, and 24 hours after precipitation events or if the spray fields are saturated. In 2012 and 2013, the City disposed of approximately 144 mg and 161 mg of final effluent at the spray fields, respectively. In 2014 and early 2015, the City significantly reduced the volume of final effluent disposed of in the spray fields because of opportunities for providing recycled water to local farmers.

The City intends to further expand its recycled water delivery capabilities and minimize the use of the spray fields for disposal of final effluent. The City has held discussions with several local farmers who are interested in using final effluent from the WWTF for irrigation of nuts, plums, and grapevines. Recycled water regulations have similar restrictions compared to the WDR on when irrigation can occur. For the purposes of this analysis, it is assumed that the City will provide recycled water to irrigate plum orchards located adjacent to the WWTF. Irrigation

requirements for plums is dependent on the crop coefficient, which varies monthly, and the evapotranspiration rate according to the following equation:

$$ET_c = ET_0 \times K_c$$

ET_c = water use by crop
ET_0 = water use by a reference crop (grass)
K_c = crop coefficient[5]

Because the water balances must be conducted based on 100-year total annual precipitation rates, it is conservatively assumed that recycled water to plum orchards will not occur between December and February, during which the highest precipitation totals are expected, for these water balances. Limited recycled water will be provided in November and March, which are months where there may still be significant precipitation. Additionally, the water balances assume that final effluent disposal to the spray fields will be minimized by providing recycled water to the extent possible.

Allowable Storage Capacity

The WWTF has a 5-acre polishing pond for settling solids in wastewater from the aerated ponds. Since the polishing pond is part of the treatment process, it will not be counted as part of the available storage capacity at the WWTF. As stated previously, there are four unlined storage ponds at the WWTF that are used to store final effluent prior to disposal in the spray fields. The City typically operates the storage ponds at the WWTF such that Ponds 2-4, which have a combined capacity of 93.8 mg, are empty at the onset of the wet season.[6] Because Pond 1 is operated such that it is not fully empty at the onset of the wet season, it is not considered as part of the available storage for the two of the water balance scenarios. For two other scenarios, it is assumed that Pond 1 will be operated such that it is empty at the onset of the wet season. It should also be noted that the City must maintain a minimum two-foot freeboard for each pond.

Water Balance Summary

A water balance is a calculation of the difference between the water entering and leaving a system with the difference representing the change in the amount of water stored in the ponds, ΔS. The inflows to the WWTF include the wastewater generated in the City (including inflow and infiltration) (Q_{inf}) and precipitation directly into the storage ponds ($Q_{precipitation}$). The outflows include evapotranspiration (Q_{evap}), seepage (Q_{seep}), and water recycling ($Q_{recycle}$). The calculation is as follows:

$$Q_{inf} + Q_{precipitation} - Q_{evap} - Q_{seep} - Q_{recycle} = \Delta S$$

ΔS is added to the previous total pond storage to determine the new volume in the storage ponds. Water balances based on the assumptions discussed above are presented in Appendix B.

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[5] Food and Agriculture Organization of the United Nations. *FAO Mean Crop Coefficients for Subhumid Climates.* http://texaset.tamu.edu/cropcoe.php#FruitTrees (last accessed October 27, 2015).

[6] Communication with Jim Keating, July 24, 2015.

In the water balance assuming a wastewater generation rate of 85 gpcd, a storage deficit of 50.4 mg would occur in April following the extended period of limited to no recycled water distribution and wet-season precipitation. Under this scenario, to meet the 2036 design conditions the City would need to provide an additional storage pond with a surface area of approximately 26 acres assuming an average maximum storage depth of 8.5 feet (a minimum 2-foot freeboard must be maintained). For comparison, if the City operated the WWTF such that Pond 1 was empty at the onset of the wet season, the City would need approximately 12 acres of additional storage to provide sufficient storage in April.

In the water balance assuming a wastewater generation rate of 102 gpcd, a storage deficit of 91.9 mg would occur in April. Under this scenario, to meet the 2036 design conditions the City would to provide additional storage pond(s) with a surface area of approximately 43 acres assuming an average storage depth of 8.5 feet (a minimum 2-foot freeboard must be maintained).

As discussed previously, the wastewater generation rate of 102 gpcd was determined in 2014 prior to implementation of water use reduction requirements due to the current drought conditions. Based on recent data following the implementation of water use reduction, the wastewater generation rate may be as low as 75 gpcd. When the drought ceases and mandatory water use restrictions are relaxed, the wastewater generation rate will likely increase from 75 gpcd, but seems unlikely to reach the pre-drought rate. For the purpose of this Master Plan update, the wastewater generation rate of 85 gpcd will be used to plan future WWTF requirements to manage wastewater through 2036.

REGULATORY REQUIREMENTS

Expanding the capacity of the WWTF will require the WDR to be updated to reflect changes in capacity and treatment processes. Requirements under a new WDR will reflect any changes in Regional Water Board policies since the current WDR was issued in 2002. Prior discussions with Regional Water Board staff indicate that current policies must be followed and considered when identifying alternatives for expansion. Since the adoption of the City's WDR, the Regional Water Board has updated its areas of emphasis for regulating treatment and disposal of wastewater. Two areas of changes to regulations and emphasis are related to groundwater protection, specifically related to salts and nutrients, and recycled water.

The Regional Water Board determined that salt and nutrients may be pollutants of concern in groundwater. High concentrations of salts in groundwater that is used as a water supply can potentially damage vegetation if used for irrigation. Recent wastewater discharge permits have included provisions requiring source identification of salts to wastewater, and if high concentrations of salts are observed in final effluent, municipal agencies have been required to implement salt minimization measures to control sources. High concentrations of nutrients, specifically nitrate and nitrite, in groundwater that is used as a water supply can cause methemoglobinemia, or blue baby syndrome, in infants.

The Regional Water Board has determined that unlined treatment ponds, aerated lagoons, storage reservoirs may not be considered best practicable treatment and control (BPTC). Under Provision G.1.f of the WDR, BPTC must be provided if degradation to groundwater has been observed as a result of the permitted discharge. If groundwater degradation is found to be the result of WWTF operation, the requirement for BPTC would be imposed by the Regional Water Board in a new WDR. Based on requirements imposed in recent WDRs for other municipalities,

the Regional Water Board may consider either pond lining, advanced secondary treatment with nitrogen removal, or tertiary treatment to be BPTC for the land application system such as that currently employed at the WWTF. The evaluation of BPTC is a facility-specific evaluation. Thus, it is difficult to determine what may be required in advance of the Regional Water Board's final determination. However, based on the Regional Water Board's current practices, it is possible that a new WDR for the continuation of the effluent storage and recycle system at the WWTF may require some type of storage pond lining or a higher level of treatment or both to mitigate potential impacts to groundwater.

As the current drought conditions have become progressively more severe, California has further emphasized increasing the use of recycled water to help supplement and preserve the water supply and mitigate overuse of groundwater supplies, which have resulted in subsidence. The State Water Resources Control Board (State Water Board) implemented a new recycled water policy in 2013 that outlines the requirements for gaining approval for and implementing recycled water programs and identifies the process for streamlining the permitting process. Following a realignment of state agencies, recycled water programs are now regulated by the Division of Drinking Water (formerly regulated by the California Department of Public Health) in conjunction with the Regional Water Board. Because of the emphasis on increasing the use of recycled water, California periodically provides grant funding as well as loans to assist municipalities in implementing a recycled water program. Depending on the anticipated use of the recycled water, different levels of treatment and regulations apply. A summary of what treatment levels of recycled water can be used is presented in Table 6.

The City can currently consistently produce disinfected secondary recycled water. For the proposed use of recycled water for agricultural irrigation, this level of treatment restricts recycled water use to surface irrigation of food crops where the edible portion is above ground and not contacted by recycled water (e.g., plums, grapevines). It should be noted that recycled water regulations also allow the use of undisinfected secondary effluent on orchards and vineyards where the edible portion of the crop is above ground and not contacted by recycled water or food crops that must undergo commercial pathogen-destroying processing before being consumed by humans. Thus, elimination of the disinfection treatment step could be a consideration depending on the proposed use of the recycled water.

If the City intends on moving towards full recycling of its final effluent, it may be possible for the City to have its WDR rescinded and be covered under an individual Water Recycling Requirements (WRR) or the State Water Board's *General Waste Discharge Requirements for Recycled Water Use* (Order No. WQ 2014-0090-DWQ), which are different permitting mechanisms. However, maintaining the current WDR provides operational flexibility for continuing discharge to the spray fields if recycled water demand does not meet or exceed the volume of recycled water produced by the WWTF.

Depending on the direction the City selects for its disposition of final effluent from the WWTF, other regulations, requirements, or studies may be required. These may include, but are not limited to, California Environmental Quality Act (CEQA), antidegradation analyses, groundwater studies, etc.

Table 6. Treatment Level Requirements for Recycled Water Uses

Treatment Level	Recycled Water Use
Undisinfected secondary	- Orchards where recycled water does not come into contact the edible portion of the crop - Vineyards where recycled water does not come into contact with edible portion of the crop - Non-food-bearing trees (no irrigation 14 days prior to harvesting or access by general public) - Fodder or fiber crops and pasture for animals no producing milk for human consumption - Seed crops not eaten by humans - Food crops that must undergo pathogen-destroying process before being consumed by humans - Ornamental nursery stock and sod farms (no irrigation 14 days prior to harvesting, retail sale, or access by general public)
Disinfected secondary-23	- Cemeteries - Freeway landscaping - Restricted access golf courses - Ornamental nursery stock and sod farms (unrestricted) - Pasture for animals producing milk for human consumption - Any non-edible vegetation where access is controlled
Disinfected secondary-2.2	- Surface irrigation of food crops where edible portion is produced above ground and not contacted by recycled water
Disinfected tertiary	- Food crops, including all edible root crops, where recycled water comes into contact with edible portion of crop - Parks and playgrounds - School yards - Residential landscaping - Unrestricted golf courses - Any other irrigation use not specified in §60304 of the California Code of Regulations and not prohibited by other sections of the California Code of Regulations

DESIGN CRITERIA AND LOADINGS

Design criteria and loadings for future facilities are summarized in Table 7. Sources of wastewater flows and loadings include domestic, commercial, industrial, inflow, and infiltration. The wastewater generation rate includes flow from all sources.

Table 7. City of Winters Wastewater Treatment Facility Design Criteria and Loadings for Future Conditions (2036)

Criterion	Unit	Value
Design population	persons	12,243
Wastewater generation rate	gpcd	85
Average dry weather design capacity	mgd	1.04
Peak wet weather capacity	mgd	9.7
5-day biochemical oxygen demand (BOD_5)	mg/L	250
Total suspended solids (TSS)	mg/L	250

Treatment, Recycle, and Disposal Alternatives

The *Standard Provisions and Reporting Requirements for Waste Discharge Requirements*, dated March 1, 1999, which are incorporated into the WDR, requires that the City project when it reaches the "hydraulic and treatment capacities of its treatment, collection, and disposal facilities". If the projection shows that the capacity will be reached within four years, the City must notify the Regional Water Board. Based on the projected annual population growth rate of 2.6 percent, the City will approximately reach the permitted average dry weather design capacity of 0.92 mgd by 2031. Therefore, this Master Plan update considers the need to expand the capacity of the WWTF for the purpose of meeting treatment capacity.

The proposed alternatives focus on expanding storage capacity in order to allow increased recycled water use as well as meeting future treatment demands. Tertiary treatment to produce a higher quality of recycled water that has more potential uses was also considered, and is discussed conceptually. However, this alternative requires a complete replacement of the current treatment system and is demonstrated to be likely cost prohibitive. An alternative possibility is that a portion of the total wastewater flow could be diverted for tertiary treatment through a package treatment system. Because the City does not have current plans requiring tertiary-level recycled water, this alternative could be considered in the future.

Alternative approaches to providing expanded wastewater treatment and effluent recycling and disposal facilities to meet design conditions are identified and described in this section. Five treatment and storage/disposal alternatives are identified for detailed evaluation and comparison:

- Alternative 1A – Year-round storage with a full Pond 1 and full recycle with lining of new storage ponds and no retrofit lining of existing ponds
- Alternative 1B – Year-round storage with a full Pond 1 and full recycle with lining of new storage ponds and retrofit lining of existing ponds
- Alternative 2A – Year-round storage with empty Pond 1 and full recycle with no retrofit lining of existing ponds
- Alternative 2B – Year-round storage with empty Pond 1 and full recycle with lining of new storage ponds and retrofit lining of existing ponds
- Alternative 3A – Tertiary treatment with year-round storage, empty Pond 1, and full recycle with retrofit of existing ponds.

Alternatives 1A and 1B, which assume that Pond 1 is full at the beginning of the wet season, feature expansion of the storage capabilities at the WWTF to allow recycled water production for use in primarily agricultural irrigation and other restricted landscape irrigation opportunities. These alternatives also address possible storage pond lining scenarios that might be required to meet BPTC requirements and protect groundwater quality. Alternatives 2A and 2B have similar planning factors as Alternatives 1A and 1B, but assume that Pond 1 is empty at the onset of the wet season. All of the alternatives assume that the City will move towards full water recycling and that use the existing spray fields for disposal of final effluent will be minimized. Until the City firmly identifies and executes contracts with recycled water users, it is assumed that the existing spray fields will be used to the minimum extent possible. A flow chart illustrating the relationship of the proposed alternatives is presented in Figure 2.

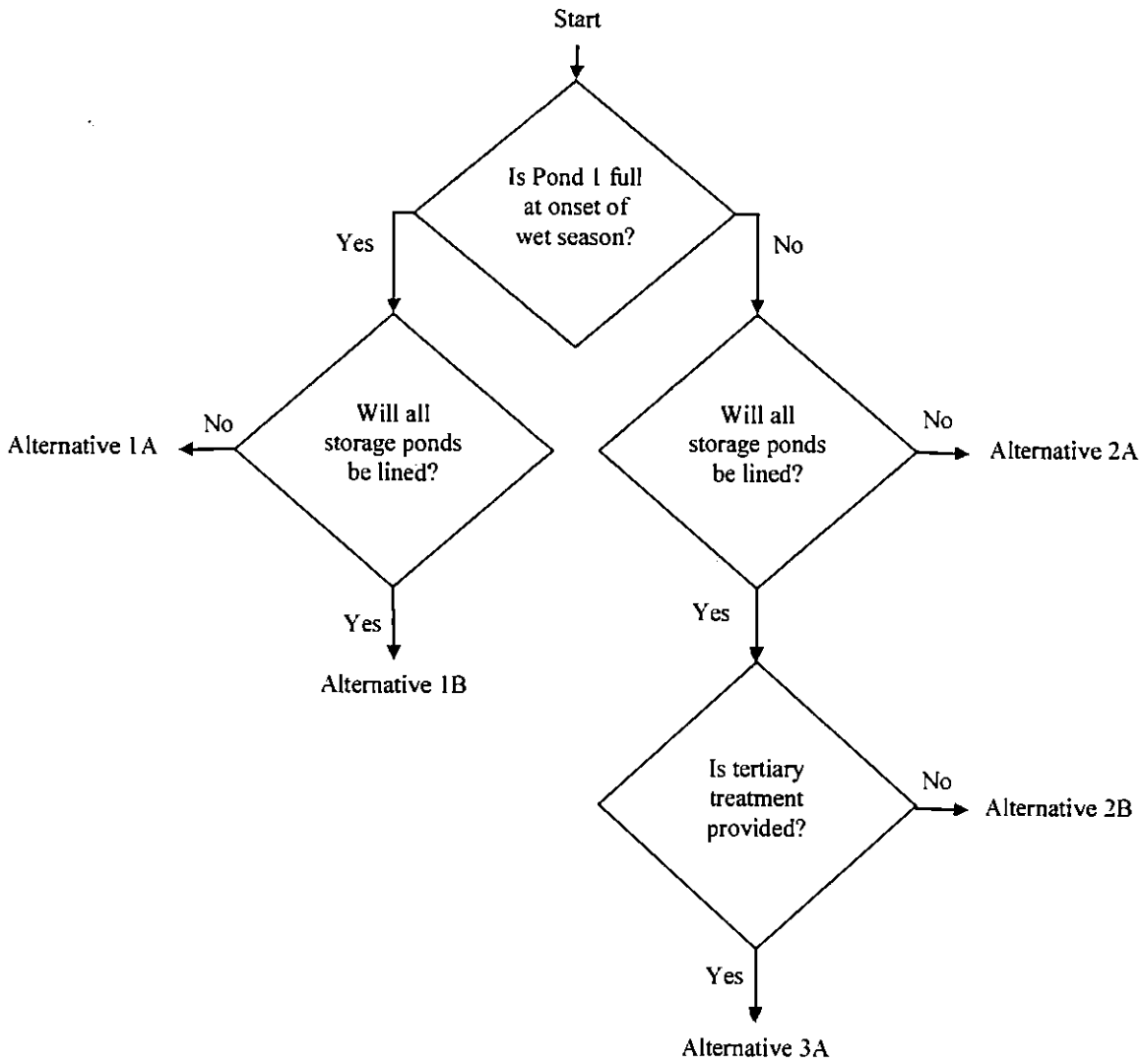

Figure 2. Relationship of Proposed Alternatives

The basic features of each of these proposed alternatives is presented in the following sections along with a summary of principal preliminary design information and estimated capital and operating costs.

ALTERNATIVE 1A

Alternative 1A would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Maintain a full Pond 1 at the onset of the wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Construct new membrane-lined Pond 5 in South Spray Field location for additional storage capacity (Phase 1)
  - Retrofit transfer pumps (Phase 1)
  - Install recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Construct new membrane-lined Pond 6 in South Spray Field location for additional storage capacity (Phase 2)
  - Install additional aerator capacity in aerations ponds (Phase 2)
  - Replace existing aerators in aeration ponds (Phase 2)

Preliminary design data for facilities proposed under Alternative 1A are presented in Table 8. The site layout of the proposed facilities is presented in Figure 3 and discussed in further detail in the following sections.

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF will be modified to increase the average dry weather design capacity to 1.04 mgd by 2036. In order to accommodate the additional flow, additional aerators need to be added to Stages 1 and 2 aeration ponds during Phase 2. This would include one additional 25-hp aerator for each aeration pond. Also, over the planning period of this Master Plan, the City likely needs to replace the existing aerators in the aeration ponds. Replacement of these units is also included in this alternative.

Existing Storage Ponds

The existing storage ponds will not be retrofitted with lining under Alternative 1A.

Spray Fields

Under Alternative 1A, approximately 30 acres of the South Spray Field will be converted into two storage ponds, Ponds 5 and 6, to accommodate storage requirements for managing the 100-year annual precipitation period and allow full water recycling. Initially, the portion of the South Spray Field not intended for conversion to the new storage ponds as well as the North Spray Field can continue to be used for final effluent disposal. As the City increases its recycled water users and the area under which recycled water is used towards full water recycling, the City

could phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

Table 8. Preliminary Design Data for Alternative 1A Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25
Storage Pond (New)			
Number of ponds	ea	1	1
Volume at storage level per pond (1)	acre-ft	115	115
Total volume per pond (2)	acre-ft	145	145
Total surface area per pond (2)	ac	15.0	15.0
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	1	1
Unit capacity of transfer pump	gpm	300	300
Unit power of transfer pump	hp	15	15
Number of recycled water pumps	ea	2	1
Unit capacity of recycled water pump	gpm	1,200	1,200
Unit power of recycled water pump	hp	75	75
Flow meter	ea	1	–
Recycled Water Conveyance System (3)			

(1) This is the available storage volume at a depth of 8.5 feet (i.e., excludes 2-foot freeboard).
(2) This is based on the entire pond, including the 2-foot freeboard.
(3) The recycled water conveyance system would be implemented in Phases 1 and 2. Recycled water users must be identified prior to sizing and designing this system.

New Effluent Storage Ponds

Storage Ponds 5 and 6, which each have a storage capacity of 115 acre-feet, will be constructed during Phase 1 and Phase 2, respectively, on the South Spray Field as presented in Figure 3. These storage ponds will be hydraulically connected to all other storage ponds by means of transfer piping and retrofit of the transfer pumping station into a recycled water pumping station. The new storage ponds will include membrane liners on the bottom surface to minimize seepage and potential groundwater impacts and maximize the volume of recycled water available to users.

Figure 3. Layout of Proposed Facilities - Alternative 1A

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 will be retrofitted to include pumps to convey recycled water to users. Two recycle water pumps (one duty, one standby), each with a capacity to deliver recycled water at 1,200 gallons per minute (gpm), will be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they can be reconfigured to convey recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps will be replaced with new pumps during the planning period.

Recycled Water Conveyance System

A recycled water conveyance system will need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Fencing

The new storage ponds will be fenced with a chain-link security fence.

Alternative 1A Cost Estimate

Capital Costs

Estimated capital costs in 2016 dollars for proposed facilities under Alternative 1A are summarized in Table 9 and Table 10 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system. Present worth costs for Phase 2 are presented for a 20-year period and an interest rate of 5 percent.

Table 9. Estimated Capital Costs for Alternative 1A Phase 1

Item	Cost
Storage Pond 5 – earthwork/membrane liner	$2,708,200
Transfer/Recycled Water Pumping Station	$351,800
Roads – 16 ft Type B	$30,400
Fencing	$39,400
Recycled Water Conveyance System	(1)
Construction Subtotal	$3,130,000
Tax on materials	$117,000
General Cost @ 10%	$325,000
Estimating Contingency @ 15%	$487,000
Construction Total	$4,059,000
Engineering, Management, and Contingency @ 40%	$1,624,000
Phase 1 Total	$5,683,000

(1) Some of the recycled water conveyance system will be implemented in Phase 1. Recycled water users must be identified prior to sizing and designing this system.

Table 10. Estimated Capital Costs for Alternative 1A Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$471,400
Stage 2 Aerated Ponds – aerators	$339,600
Storage Pond 6 – earthwork/membrane liner	$2,708,200
Transfer/Recycled Water Pumping Station	$40,800
Roads – 16 ft Type B	$20,500
Fencing	$25,700
Recycled Water Conveyance System	(1)
Construction Subtotal	$3,606,000
Tax on materials	$135,000
General Cost @ 10%	$374,000
Estimating Contingency @ 15%	$561,000
Construction Total	$4,676,000
Engineering, Management, and Contingency @ 40%	$1,870,000
Phase 2 Total	$6,546,000
Present Worth @ 20 yr, 5%	$4,019,000

(1) The remaining recycled water conveyance system will be implemented in Phase 2. Recycled water users must be identified prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual operation and maintenance (O&M) costs for Alternative 1A are summarized in Table 11 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 11. Estimated Operations and Maintenance Costs for Alternative 1A

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$75	$310,800
Hypochlorite	lb	75,000	$0.14	$10,200
Effluent monitoring	LS	1	$13,600	$13,600
Effluent pumping	kW-hr	990,000	$0.14	$100,500
Miscellaneous Energy	kW-hr	100,000	$0.14	$13,600
Miscellaneous Repair and Replacement	LS	1	$27,200	$27,200
Total Annual O&M Cost (1)				$509,900
Present Worth @ 20 yr, 5%				$6,354,500

(1) Costs do not reflect operating and maintaining the recycled water conveyance system. Recycled water users need to be identified prior to sizing and designing this system.

ALTERNATIVE 1B

Alternative 1B would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Maintain a full Pond 1 at the onset of the wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Construct new membrane-lined Ponds 5 and 6 in South Spray Field location for additional storage capacity (Phase 1)
  - Retrofit Ponds 3 and 4 with membrane liners (Phase 1)
  - Retrofit Transfer Pumping Station (Phase 1)
  - Install a new recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Construct new membrane-lined Pond 7 in North Spray Field location for additional storage capacity (Phase 2)
  - Retrofit Ponds 1 and 2 with membrane liners (Phase 2)
  - Install additional aerator capacity in aerations ponds (Phase 2)
  - Replace existing aerators in aeration ponds (Phase 2)

Preliminary design data for primary facilities proposed under Alternative 1B are presented in Table 12. The site layout of the proposed facilities is presented in Figure 4 and discussed in further detail in the following sections.

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF will be modified to increase the average dry weather design capacity to 1.04 mgd. In order to accommodate the additional flow, additional aerators need to be added to Stages 1 and 2 aeration ponds. This would include one additional 25-hp aerator for each aeration pond. Additionally, over the planning period of this Master Plan, the City would likely need to replace the existing aerators in the aeration ponds. Replacement of these units is also included in this alternative.

Existing Storage Ponds

Ponds 1-4 would be retrofitted with a membrane liner to minimize seepage and the potential impact on groundwater and meet potential BPTC requirements. Additionally, lining the existing storage ponds would maximize the volume of recycled water available to users. Only the bottom of the storage ponds would be lined and the existing slope protection of the ponds would be left in place. During the retrofit period, the storage ponds would be out of service. Because of the need to empty, dry, and retrofit the ponds, it may only be possible to retrofit one or two ponds at a time.

Table 12. Preliminary Design Data for Alternative 1B Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25
Storage Pond (New)			
Number of ponds	ea	2	1
Volume at storage level per pond (1)	acre-ft	132	132
Total volume per pond (2)	acre-ft	165	165
Total surface area per pond (2)	acre	17.0	17.0
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	1	1
Unit capacity of transfer pump	gpm	300	300
Unit power of transfer pump	hp	15	15
Number of recycled water pump	ea	2	1
Unit capacity of recycled water pump	gpm	1,200	1,200
Unit power of recycled water pump	hp	75	75
Flow meter	ea	1	–
Recycled Water Conveyance System (3)			

(1) This is the available storage volume at a depth of 8.5 feet (i.e., excludes 2-foot freeboard).
(2) This is based on the entire pond, including the 2-foot freeboard.
(3) The recycled water conveyance system would be implemented in Phases 1 and 2. Recycled water users must be identified prior to sizing and designing this system.

New Effluent Storage Ponds

Ponds 5 and 6 would each have a storage capacity of 132 acre-feet and would be constructed during Phase 1 on the South Spray Field as presented in Figure 4. Pond 7, which would also have a storage capacity of 132 acre-feet, would be constructed during Phase 2 on a portion of the North Spray Field as presented in Figure 4. The ponds would be constructed in phases as the existing storage ponds are retrofitted with membrane liners and increased storage capacity is needed to accommodate the decrease seepage losses. These storage ponds would be hydraulically connected to all other storage ponds by means of transfer piping and retrofit of the transfer pumping station into a recycled water pumping station. The new storage ponds would include a membrane liner on the bottom surface to minimize seepage losses.

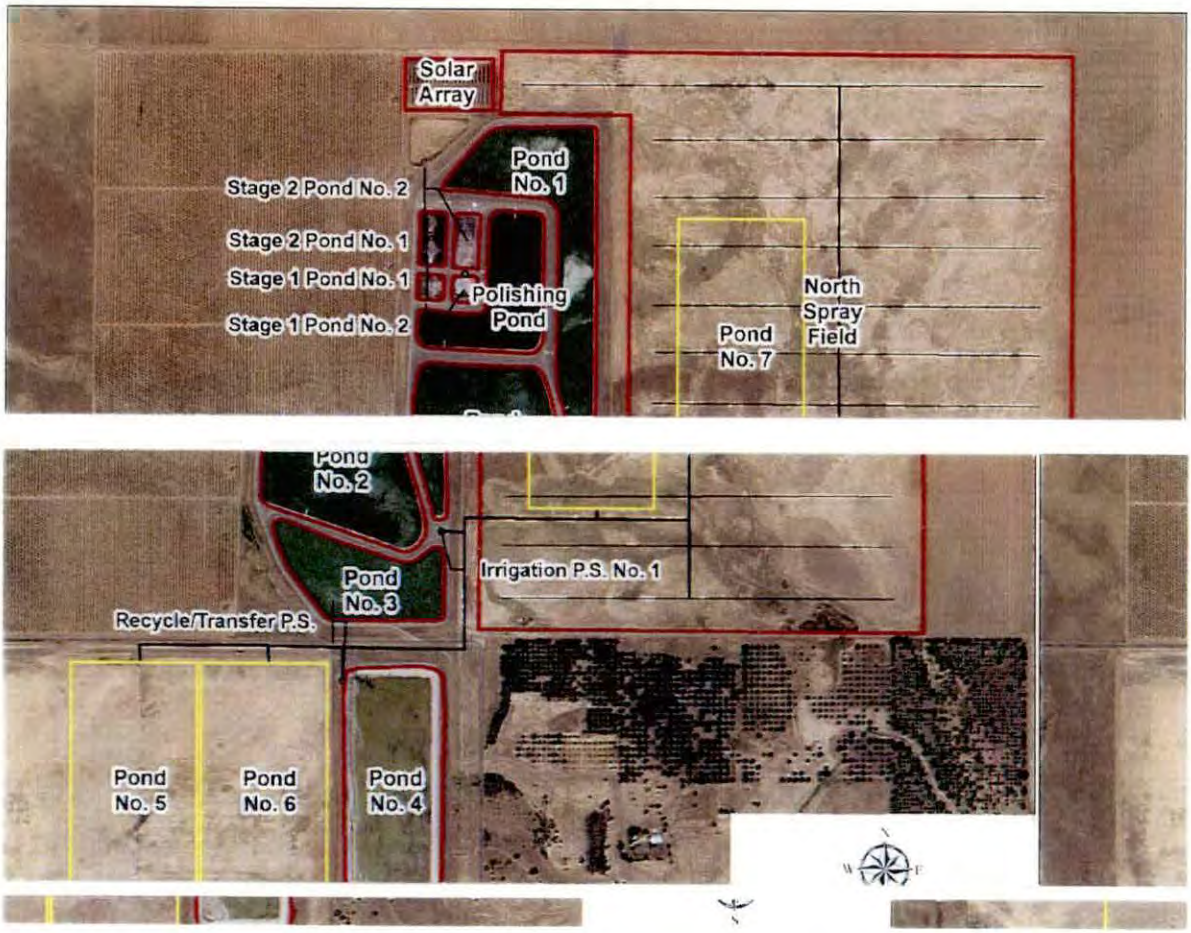

Figure 4. Layout of Proposed Facilities - Alternative 1B

Spray Fields

Under Alternative 1B, nearly the entire South Spray Field, would be converted into new storage facilities, Ponds 5 and 6, and approximately 17 acres of the North Spray Field would be converted into Storage Pond 7 to accommodate storage requirements for managing the 100-year annual precipitation period and allow full water recycling. Initially, the portion of the North Spray Field not intended for conversion to the storage pond could continue to be used for final effluent disposal. As the City increases its recycled water users and the area under which recycled water is used towards full water recycling, the City could phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two pumps (one duty, one standby), each with the capacity of 1,200 gpm, would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Fencing

The new storage ponds would be fenced with a chain-link security fence.

Alternative 1B Cost Estimate

Capital Costs

Estimated capital costs in 2016 dollars for proposed facilities under Alternative 1B are summarized in Table 13 and Table 14 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system. Present worth costs for Phase 2 are presented for a 20-year period and an interest rate of 5 percent.

Table 13. Estimated Capital Costs for Alternative 1B Phase 1

Item	Cost
Pond 3 Retrofit Lining	$168,500
Pond 4 Retrofit Lining	$1,046,000
Storage Pond 5 – earthwork/membrane liner	$3,097,500
Storage Pond 6 – earthwork/membrane liner	$3,097,500
Transfer/Recycled Water Pumping Station	$351,800
Roads – 16 ft Type B	$53,900
Fencing	$41,600
Recycled Water Conveyance System	(1)
Construction Subtotal	$7,857,000
Tax on materials	$295,000
General Cost @ 10%	$815,000
Estimating Contingency @ 15%	$1,223,000
Construction Total	$10,190,000
Engineering, Management, and Contingency @ 40%	$4,076,000
Phase 1 Total	$14,266,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. Recycled water users must be identified prior to sizing and designing this system.

Table 14. Estimated Capital Costs for Alternative 1B Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$471,400
Stage 2 Aerated Ponds – aerators	$339,600
Pond 1 Retrofit Lining	$266,300
Pond 2 Retrofit Lining	$258,200
Storage Pond 7 – earthwork/membrane liner	$3,097,500
Transfer/Recycled Water Pumping Station	$40,800
Roads – 16 ft Type B	$32,600
Fencing	$41,600
Recycled Water Conveyance System	(1)
Construction Subtotal	$2,734,000
Tax on materials	$103,000
General Cost @ 10%	$284,000
Estimating Contingency @ 15%	$426,000
Construction Total	$3,547,000
Engineering, Management, and Contingency @ 40%	$1,419,000
Phase 2 Total	$4,966,000
Present Worth @ 20 yr, 5%	$3,049,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. Recycled water users must be identified prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 1B are summarized in Table 15 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 15. Estimated Operations and Maintenance Costs for Alternative 1B

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$75	$310,800
Hypochlorite	lb	75,000	$0.14	$10,200
Effluent monitoring	LS	1	$13,600	$13,600
Effluent pumping	kW-hr	990,000	$0.14	$100,500
Miscellaneous Energy	kW-hr	100,000	$0.14	$13,600
Miscellaneous Repair and Replacement	LS	1	$27,200	$27,200
Total Annual O&M Cost (1)				$509,900
Present Worth @ 20 yr, 5%				$6,354,500

(1) Costs do not reflect operating and maintaining the recycled water conveyance system. Recycled water users need to be identified prior to sizing and designing this system.

ALTERNATIVE 2A

Alternative 2A would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Empty Pond 1 before wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Retrofit transfer pumps (Phase 1)
  - Install recycled water pumping station (Phases 1)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Construct new membrane-lined Pond 5 in South Spray Field location for additional storage capacity (Phase 2)
  - Install additional aerator capacity in aerations ponds (Phase 2)
  - Replace aerators in aeration ponds (Phase 2)

Preliminary design data for facilities proposed under Alternative 2A are presented in Table 16. The site layout of the proposed facilities is presented in Figure 5 and discussed in further detail in the following sections.

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF will be modified to increase the average dry weather design capacity to 1.04 mgd. In order to accommodate the additional flow, additional aerators need to be added to Stages 1 and 2 aeration ponds. This would include one additional 25-hp aerator for each aeration pond. Additionally, over the planning period of this Master Plan, the City would likely need to replace the existing aerators in the aeration ponds. Replacement of these units is also included in this alternative.

Existing Storage Ponds

The existing storage ponds would not be lined under Alternative 2A.

Table 16. Preliminary Design Data for Alternative 2A Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25
Storage Pond (New)			
Number of ponds	ea	–	1
Volume at storage level per pond (1)	acre-ft	–	103
Total volume per pond (2)	acre-ft	–	129
Total surface area per pond (2)	acre	–	13.4
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	1	1
Unit capacity of transfer pump	gpm	300	300
Unit power of transfer pump	hp	15	15
Number of recycled water pump	ea	2	1
Unit capacity of recycled water pump	gpm	1,200	1,200
Unit power of recycled water pump	hp	75	75
Flow meter	ea	1	–
Recycled Water Conveyance System (3)			

(1) This is the available storage volume at a depth of 8.5 feet (i.e., excludes 2-foot freeboard).
(2) This is based on the entire pond, including the 2-foot freeboard.
(3) The recycled water conveyance system would be implemented in Phases 1 and 2. Recycled water users must be identified prior to sizing and designing this system.

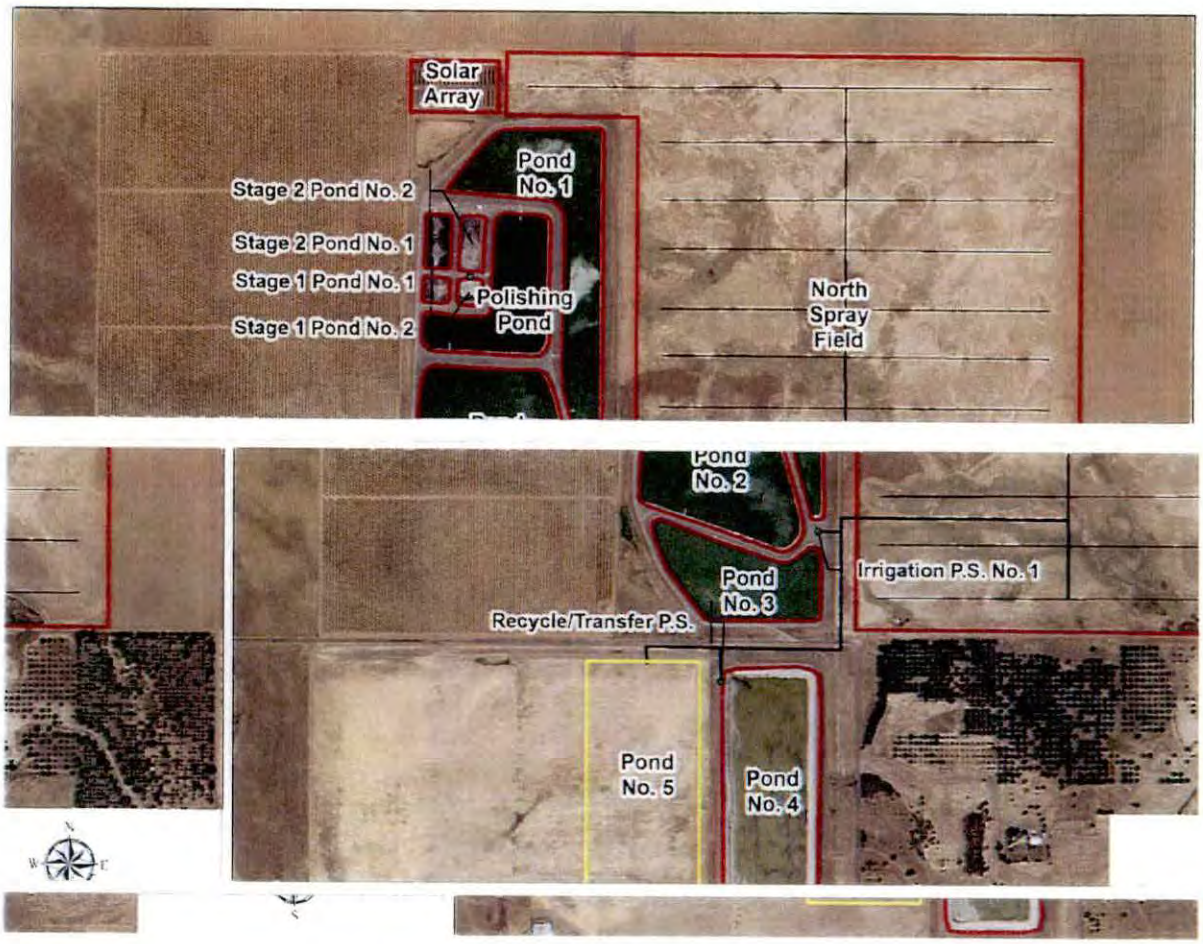

Figure 5. Layout of Proposed Facilities - Alternative 2A

New Effluent Storage Pond

Pond 5 would have a storage capacity of 103 acre-feet and would be constructed during Phase 2 on a portion of the South Spray Field as presented in Figure 5. This storage pond would be hydraulically connected to all other storage ponds by means of transfer piping and retrofit of the transfer pumping station into a recycled water pumping station. The new storage pond would include a membrane liner on the bottom surface to minimize seepage and potential groundwater impacts and maximize the volume of recycled water available to users.

Spray Fields

Under Alternative 2A, approximately 14 acres of the South Spray Field would be converted into new storage pond, Pond 5, to accommodate storage requirements for managing the 100-year annual precipitation period and promote full water recycling. Initially, the portion of the South Spray Field that is not intended for conversion to the new storage pond and the North Spray Field can continue to be used for final effluent disposal. As the City increases its recycled water users and the area under which recycled water is used towards full water recycling, the City can phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two pumps (one duty, one standby), each with a capacity of 1,200 gpm, would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Alternative 2A Cost Estimate

Capital Costs

Estimated capital costs in 2016 dollars for proposed facilities under Alternative 2A are summarized in Table 17 and Table 18 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system. Present worth costs for Phase 2 are presented for a 20-year period and an interest rate of 5 percent.

Table 17. Estimated Capital Costs for Alternative 2A Phase 1

Item	Cost
Transfer/Recycled Water Pumping Station	$351,800
Recycled Water Conveyance System	(1)
Construction Subtotal	$352,000
Tax on materials	$13,000
General Cost @ 10%	$37,000
Estimating Contingency @ 15%	$55,000
Construction Total	$457,000
Engineering, Management, and Contingency @ 40%	$183,000
Phase 1 Total	$640,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. Recycled water users must be identified prior to sizing and designing this system.

Table 18. Estimated Capital Costs for Alternative 2A Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$471,400
Stage 2 Aerated Ponds – aerators	$339,600
Storage Pond 5 – earthwork/membrane liner	$2,414,100
Transfer/Recycled Water Pumping Station	$40,800
Roads – 16 ft Type B	$29,100
Fencing	$37,200
Recycled Water Conveyance System	(1)
Construction Subtotal	$3,332,000
Tax on materials	$125,000
General Cost @ 10%	$346,000
Estimating Contingency @ 15%	$519,000
Construction Total	$4,322,000
Engineering, Management, and Contingency @ 40%	$1,729,000
Phase 2 Total	$6,051,000
Present Worth @ 20 yr, 5%	$3,715,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. Recycled water users must be identified prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 2A are summarized in Table 19 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 19. Estimated Operations and Maintenance Costs for Alternative 2A

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$75	$310,800
Hypochlorite	lb	75,000	$0.14	$10,200
Effluent monitoring	LS	1	$13,600	$13,600
Effluent pumping	kW-hr	990,000	$0.14	$100,500
Miscellaneous Energy	kW-hr	100,000	$0.14	$13,600
Miscellaneous Repair and Replacement	LS	1	$27,200	$27,200
Total Annual O&M Cost (1)				$509,900
Present Worth @ 20 yr, 5%				$6,354,500

(1) Costs do not reflect operating and maintaining the recycled water conveyance system. Recycled water users need to be identified prior to sizing and designing this system.

ALTERNATIVE 2B

Alternative 2B would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Empty Pond 1 before wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Construct new membrane-lined Pond 5 in South Spray Field location for additional storage capacity (Phase 1)
  - Retrofit Transfer Pumping Station (Phase 1)
  - Install a new recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Retrofit Ponds 3 and 4 with membrane liners (Phase 1)
  - Retrofit Ponds 1 and 2 with membrane liners (Phase 2)
  - Replace aerators in aeration ponds (Phase 2)

Preliminary design data for primary facilities proposed under Alternative 2B are presented in Table 20. The site layout of the proposed facilities is presented in Figure 6 and discussed in further detail in the following sections.

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF will be modified to increase the average dry weather design capacity to 1.04 mgd. In order to accommodate the additional flow, additional aerators need to be added to Stages 1 and 2 aeration ponds. This would include one additional 25-hp aerator for each aeration pond. Additionally, over the planning period of this Master Plan, the City would likely need to replace the existing aerators in the aeration ponds. Replacement of these units is also included in this alternative.

Existing Storage Ponds

The existing storage ponds (Ponds 1-4) would be retrofitted with a membrane liner to minimize seepage losses and meet potential BPTC requirements. Ponds 3 and 4 would be retrofitted during Phase 1 while Ponds 1 and 2 would be retrofitted during Phase 2. Additionally, lining the existing storage ponds would maximize the volume of recycled water available to users. Only the bottom of the storage ponds would be lined and the existing slope protection of the ponds would be left in place. During the retrofit period, the storage ponds would be out of service. Consequently, it may only be possible to retrofit one to two ponds at a time.

Table 20. Preliminary Design Data for Alternative 2B Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	2/25
Storage Pond (New)			
Number of ponds	ea	1	1
Volume at storage level per pond (1)	acre-ft	132	132
Total volume per pond (2)	acre-ft	165	165
Total surface area per pond (2)	acre	17.0	17.0
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	1	1
Unit capacity of transfer pump	gpm	300	300
Unit power of transfer pump	hp	15	15
Number of recycled water pump	ea	2	1
Unit capacity of recycled water pump	gpm	1,200	1,200
Unit power of recycled water pump	hp	75	75
Flow meter	ea	1	–
Recycled Water Conveyance System (3)			

(1) This is the available storage volume at a depth of 8.5 feet (i.e., excludes 2-foot freeboard).
(2) This is based on the entire pond, including the 2-foot freeboard.
(3) The recycled water conveyance system would be implemented in Phases 1 and 2. Recycled water users must be identified prior to sizing and designing this system.

Spray Fields

Under Alternative 2B, nearly the entire South Spray Field would be converted into new storage facilities, Ponds 5 and 6, to accommodate storage requirements for managing the 100-year annual precipitation period and promote full water recycling. Initially, the portion of the South Spray Field that is not intended for conversion to the new storage ponds and the North Spray Field can continue to be used for final effluent disposal. As the City increases its recycled water users and the area under which recycled water is used towards full water recycling, the City can phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

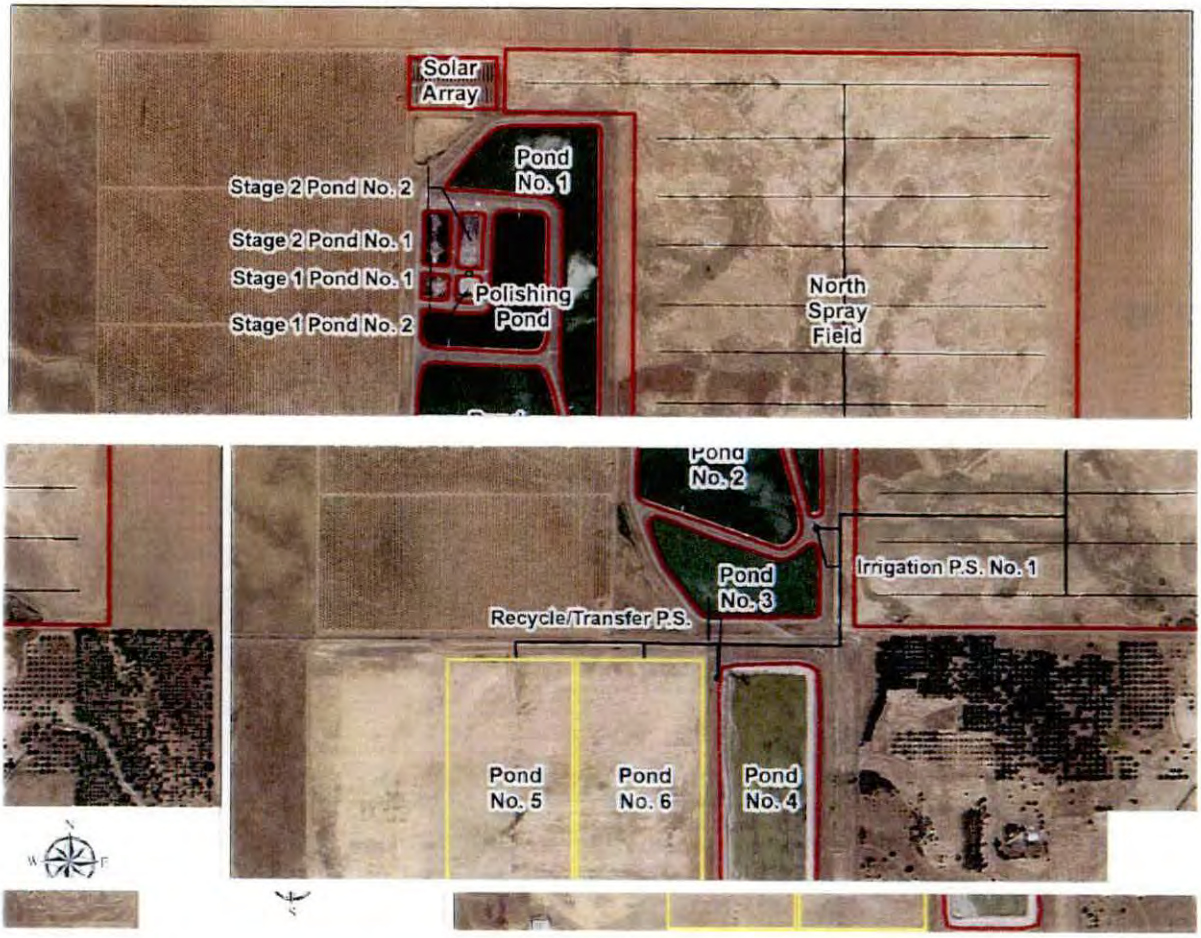

Figure 6. Layout of Proposed Facilities - Alternative 2B

New Effluent Storage Pond 5

Ponds 5 and 6, which each have a storage capacity of 132 acre-feet, would be constructed during Phases 1 and 2, respectively, on the South Spray Field as presented in Figure 6. These storage ponds would be hydraulically connected to all other storage ponds by means of transfer piping and retrofit of the transfer pumping station into a recycled water pumping station. The new storage ponds would include a membrane liner on the bottom surface to minimize seepage.

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two pumps (one duty, one standby), each with a capacity of 1,200 gpm, would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Fencing

The new storage pond would be fenced with a chain-link security fence.

Alternative 2B Cost Estimate

Capital Costs

Estimated capital costs in 2016 dollars for proposed facilities under Alternative 1B are summarized in Table 21 and Table 22 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system. Present worth costs for Phase 2 are presented for a 20-year period and an interest rate of 5 percent.

Table 21. Estimated Capital Costs for Alternative 2B Phase 1

Item	Cost
Pond 3 Retrofit Lining	$168,500
Pond 4 Retrofit Lining	$1,046,000
Storage Pond 5 – earthwork/membrane liner	$3,097,500
Transfer/Recycled Water Pumping Station	$351,800
Roads – 16 ft Type B	$32,600
Fencing	$41,600
Recycled Water Conveyance System	(1)
Construction Subtotal	$4,738,000
Tax on materials	$178,000
General Cost @ 10%	$492,000
Estimating Contingency @ 15%	$737,000
Construction Total	$6,145,000
Engineering, Management, and Contingency @ 40%	$2,458,000
Phase 1 Total	$8,603,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. Recycled water users must be identified prior to sizing and designing this system.

Table 22. Estimated Capital Costs for Alternative 2B Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$471,400
Stage 2 Aerated Ponds – aerators	$339,600
Pond 1 Retrofit Lining	$266,300
Pond 2 Retrofit Lining	$258,200
Storage Pond 6 – earthwork/membrane liner	$3,097,500
Transfer/Recycled Water Pumping Station	$40,800
Roads – 16 ft Type B	$21,700
Fencing	$27,300
Recycled Water Conveyance System	(1)
Construction Subtotal	$4,523,000
Tax on materials	$170,000
General Cost @ 10%	$469,000
Estimating Contingency @ 15%	$704,000
Construction Total	$5,866,000
Engineering, Management, and Contingency @ 40%	$2,346,000
Phase 2 Total	$8,212,000
Present Worth @ 20 yr, 5%	$5,041,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. Recycled water users must be identified prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 2B are summarized in Table 23 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 23. Estimated Operations and Maintenance Costs for Alternative 2B

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$75	$310,800
Hypochlorite	lb	75,000	$0.14	$10,200
Effluent monitoring	LS	1	$13,600	$13,600
Effluent pumping	kW-hr	990,000	$0.14	$100,500
Miscellaneous Energy	kW-hr	100,000	$0.14	$13,600
Miscellaneous Repair and Replacement	LS	1	$27,200	$27,200
Total Annual O&M Cost (1)				$509,900
Present Worth @ 20 yr, 5%				$6,354,500

(1) Costs do not reflect operating and maintaining the recycled water conveyance system. Recycled water users need to be identified prior to sizing and designing this system.

ALTERNATIVE 3A

Alternative 3A features a tertiary treatment system with a membrane bioreactor (MBR) system that would replace the existing aerated pond treatment system at the WWTF. The existing hypochlorite disinfection system would also be replaced by an ultraviolet (UV) light disinfection system. Final effluent from the proposed tertiary treatment system would meet Title 22 requirements for disinfected tertiary recycled water, which has unrestricted use for irrigation and recreational impoundments. The storage and recycling facilities under this alternative would be the same as those under Alternative 2A except that the existing aerated ponds would be converted into an equalization basin. Additionally, biosolids handling facilities would be installed to treat residual solids from the treatment process.

Alternative 3A would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Empty Pond 1 before wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Install MBR treatment system (Phase 1)
  - Install biosolids handling facilities (Phase 1)
  - Install UV light disinfection system (Phase 1)
  - Convert existing aeration pond to equalization pond (Phase 2)
  - Retrofit Transfer Pumping Station (Phase 1)
  - Install a new recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Retrofit Ponds 3 and 4 with membrane liners (Phase 1)
  - Retrofit Ponds 1 and 2 with membrane liners (Phase 2)
  - Construct new membrane-lined Pond 5 in South Spray Field location for additional storage capacity (Phase 2)

Proposed Facilities

Treatment System

The aerated pond treatment system would be replaced by a tertiary treatment system that includes a headworks, MBR treatment process, biosolids treatment and dewatering processes, and UV light disinfection. The headworks facility would include an influent flow meter, mechanical screening, and a high-flow bypass channel. The MBR treatment process consists of a single-stage, three-tank process consisting of a mixed anoxic basin, a suspended-growth pre-aeration basin, and a microfiltration membrane basin. An MBR treatment system was selected in lieu of the conventional tertiary media filtration system to simplify operation of the system and improve performance reliability. The disinfection system would be UV light, which would replace the existing hypochlorite system. Solids from the MBR treatment process would be treated and dewatered with a thickener/aerobic digester system and gravity belt filter. Class B

biosolids produced would need to be disposed of through composting, landfilling, or land application.

Equalization Basin

Peak flows in excess of the MBR system capacity would be diverted to a lined equalization basin that would be modified from the existing aerated pond. The existing aerators would be used to maintain aerobic conditions in the wastewater to prevent odors.

Existing Storage Ponds

The existing storage ponds (Ponds 1-4) would be retrofitted with a membrane liner to minimize seepage losses and meet potential BPTC requirements. Ponds 3 and 4 would be retrofitted during Phase 1 while Ponds 1 and 2 would be retrofitted during Phase 2. Additionally, lining the existing storage ponds would maximize the volume of recycled water available to users. Only the bottom of the storage ponds would be lined and the existing slope protection of the ponds would be left in place. During the retrofit period, the storage ponds would be taken out of service. Consequently, it may only be possible to retrofit one to two ponds at a time.

Spray Fields

Under Alternative 3A, the City would ultimately cease use of both the North and South Spray Fields for final effluent disposal as it increases its recycled water users and the area under which recycled water is used. The City could phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two pumps (one duty, one standby), each with a capacity of 1,200 gpm, would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system. The water balance assumes that 400 acres of irrigation areas will be identified for recycled water use. The water balances for the other alternatives assumes 200 acres.

Alternative 3A Cost Estimate

Capital Costs

Estimated capital costs in 2016 dollars for proposed facilities under Alternative 3A are summarized in Table 24 and Table 25 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the

recycled water conveyance system. Present worth costs for Phase 2 are presented for a 20-year period and an interest rate of 5 percent.

Table 24. Estimated Capital Costs for Alternative 3A Phase 1

Item	Cost
Treatment System	
Headworks	$452,000
MBR System	$5,423,000
UV Light Disinfection	$688,000
Biosolids Handling	$2,377,000
Yard Piping	$323,000
Auxiliary Power	$367,000
Site Work @ 5%	$482,000
Electrical and Instrumentation @ 15%	$1,445,000
Pond 3 Retrofit Lining	$168,500
Pond 4 Retrofit Lining	$1,046,000
Transfer/Recycled Water Pumping Station	$351,800
Recycled Water Conveyance System	(1)
Construction Subtotal	$13,123,000
Tax on materials	$492,000
General Cost @ 10%	$1,362,000
Estimating Contingency @ 15%	$2,042,000
Construction Total	$17,019,000
Engineering, Management, and Contingency @ 40%	$6,808,000
Phase 1 Total	$23,827,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. Recycled water users must be identified prior to sizing and designing this system.

Table 25. Estimated Capital Costs for Alternative 3A Phase 2

Item	Cost
Pond 1 Retrofit Lining	$266,300
Pond 2 Retrofit Lining	$258,200
Equalization Basin	$146,100
Storage Pond 5 – earthwork/membrane liner	$2,842,700
Transfer/Recycled Water Pumping Station	$40,800
Roads – 16 ft Type B	$32,100
Fencing	$41,000
Recycled Water Conveyance System	(1)
Construction Subtotal	$3,627,000
Tax on materials	$136,000
General Cost @ 10%	$376,000
Estimating Contingency @ 15%	$564,000
Construction Total	$4,703,000
Engineering, Management, and Contingency @ 40%	$1,881,000
Phase 2 Total	$6,584,000
Present Worth @ 20 yr, 5%	$4,042,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. The City needs to identify recycled water users prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 3A are summarized in Table 26 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 26. Estimated Operations and Maintenance Costs for Alternative 3A

Item	Unit	Quantity	Unit Cost	Total Cost
Operation labor	hr	6,240	$75	$466,200
MBR energy	kW-hr	1,241,000	$0.14	$168,600
Membrane replacement	LS	1	$59,800	$59,800
MBR chemicals/supplies	LS	1	$2,700	$2,700
Biosolids handling	LS	1	$108,700	$108,700
UV light disinfection system energy	kW-hr	168,000	$0.14	$22,800
UV lamp replacement	LS	1	$10,900	$10,900
Effluent monitoring	LS	1	$13,600	$13,600
Effluent pumping	kW-hr	990,000	$0.14	$134,500
Miscellaneous energy	kW-hr	100,000	$0.14	$13,600
Miscellaneous repair and replacement	LS	1	$27,200	$27,200
Total Annual O&M Cost (1)				$1,029,000
Present Worth @ 20 yr, 5%				$12,819,000

(1) Costs do not reflect operating and maintaining the recycled water conveyance system. Recycled water users need to be identified prior to sizing and designing this system.

Analysis of Alternatives

Wastewater treatment and recycle/disposal alternatives are compared in terms of capacity requirements for principal storage and recycle facilities, total present worth costs, and non-monetary selection factors. Based on these comparisons, a recommended alternative is selected for inclusion in the Master Plan update.

DESIGN DATA COMPARISON

Design data for principal storage and recycle facilities under the alternatives evaluated are summarized and compared in Table 27.

Table 27. Comparison of Facility Requirements for Treatment and Recycle/Discharge Alternatives

Component	Alternative				
	1A	1B	2A	2B	3A
Treatment Process	Aerated ponds	Aerated ponds	Aerated ponds	Aerated ponds	Tertiary MBR
Storage Pond Lining	New only	All ponds	None	All ponds	All ponds
Effluent Recycle/Disposal	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle
Storage Volume (acre-feet)					
Existing	288 (1)	288 (1)	380	380	380
Phase 1 – New	115	264	0	132	0
Phase 2 – New	115	132	103	132	127
Total	518	684	483	643	507
Irrigation Area (acres) (2)					
Existing	170	170	170	170	170
Phase 1	-18	-40	0	-20	0
Phase 2	-152	-130	-170	-150	-170
Total	0	0	0	0	0

(1) For this alternative, it is assumed that Pond 1 is full and provide zero storage capacity at the beginning of the wet season.
(2) Before the City moves towards full recycling, the spray fields will continue to be necessary to dispose of final effluent in excess of recycled water demand. Once the City fully recycles all its final effluent, it may be possible to identify alternative uses for the spray fields.

PRESENT WORTH COST COMPARISON

Present worth costs of each alternative are summarized in Table 28. Present worth of annual operating and maintenance costs are calculated by applying a uniform-series present worth factor based on a 20-year period and a 5 percent interest to the estimated annual operating and maintenance costs. Present worth of Phase 2 facilities costs was determined by applying a single-payment present worth factor based on a 10-year period and 5 percent interest rate to estimate Phase 2 capital costs.

Table 28. Comparison of Present Worth Costs of Treatment and Recycle/Discharge Alternatives

Item	Alternative				
	1A	1B	2A	2B	3A
Phase 1					
Construction	$5,683,000	$14,266,000	$640,000	$8,603,000	$23,827,000
Phase 2					
Construction	$6,546,000	$4,966,000	$6,051,000	$8,212,000	$6,584,000
Present Worth	$4,019,000	$3,049,000	$3,715,000	$5,041,000	$4,042,000
Operations & Maintenance					
Annual Cost	$510,000	$510,000	$510,000	$510,000	$1,029,000
Present Worth	$6,355,000	$6,355,000	$6,355,000	$6,355,000	$12,819,000
Total Present Worth	$16,057,000	$23,670,000	$10,710,000	$19,999,000	$40,688,000

OTHER MONETARY FACTORS

Two other monetary factors to consider include income from recycled water sale and potential sale or lease of the spray fields. Beginning in late 2014, the City began providing some recycled water to local farmers at the rate of $70 per acre-foot of recycled water in lieu of disposing of final effluent in the spray fields. As the City moves towards full water recycling, it is expected that the potential revenue stream from sale of recycled water will increase as the volume of recycled water produced and distributed increases. While tertiary recycled water is a higher quality and may receive a higher rate, for the purpose of this evaluation, it is assumed that its rate is similar to the secondary recycled water currently produced. A summary of the projected recycled water produced for each alternative is presented in Table 29.

Table 29. Projected 2036 Volume of Recycled Water Production

Alternative	Recycled Water Volume (acre-foot)
1A	780
1B	980
2A	810
2B	1,020
3A	1,050

The other monetary factor associated with the City moving towards full water recycling is that the existing spray fields may be repurposed. Potential options can include leasing the spray field land to farmers or selling the land. While this evaluation does not consider the revenue that can be generated from such options, the amount of land available differs with each alternative and is summarized in Table 30.

Table 30. Estimated Post-Project Spray Field Land Available

Alternative	Estimated Available Land (acres)
1A	130
1B	110
2A	153
2B	130
3A	150

NON-MONETARY FACTORS COMPARISON

Non-monetary factors to consider in selecting a recommended alternative include:

- Simplicity, ease, and reliability of process operation
- Risk of odors, health, and safety
- Regulatory requirements and potential liability
- Environmental considerations

The relative ranking of the various alternatives in relation to these factors are discussed below.

Simplicity, Ease and Reliability of Process Operation

Each of the alternatives, except Alternative 3A, will continue to use the existing treatment system. The recycled water system (e.g., pump station) would be an expansion of the current irrigation system and depending on the alternative, there may be additional storage facilities to maintain. The proposed systems are all considered equally reliable because of redundant features included in the design of all systems. Alternative 3A also require a higher level of certification for facility operators.

As presented in Table 29, the volume of recycled water that may be produced by the WWTF can vary significantly depending on if the existing storage ponds are lined. The volume of recycled water that is expected to percolate into the subsurface in Alternatives 1A and 2A is substantially higher when compared to Alternatives 1B, 2B, and 3A. Retrofitting the existing storage ponds can help increase the volume and reliability of recycled water supply that is available to users.

Risk of Odors, Health, and Safety

The wastewater treatment processes under Alternatives 1A, 1B, 2A, and 2B would continue to consist of the aerated pond treatment system, which may potentially have odor issues due to processing raw wastewater in large open ponds. However, odors are not anticipated to be an issue if the aeration systems are operated properly and the ponds are maintained to avoid excessive accumulation of biosolids. For alternatives where new ponds would be installed, security fencing would be included, which would reduce security risk around the ponds.

The use of hypochlorite for disinfection under Alternatives 1A, 1B, 2A, and 2B is inherently riskier to health and safety than UV light disinfection under Alternative 3A.

Regulatory Considerations

Regulatory requirements for each alternative are expected to be similar because the City would transition from disposal of final effluent in the spray fields to year-round storage and full recycling. If the City moves towards full water recycling, the recycled water program would likely be permitted under an individual WRR or the State Water Board's general recycled water permit (Order No. WQ 2014-0090-DWQ). The City would also need to decide on the disposition of the remaining spray fields (e.g., maintain them for emergency discharge, lease or sell the land). If the City converts the remaining spray fields spray into a non-disposal site, then the City can request that the Regional Water Board rescind the current WDR such that the City is no longer obligated to operate (including conducting monitoring) under those conditions. If the City elects to maintain some flexibility with the spray fields, the City may want to operate under both the existing (or reissued) WDR and some form of a recycled water permit.

Tertiary treatment under Alternative 3A provides a more consistently, higher quality recycled water that has more potential uses than secondary recycled water. Tertiary effluent is also more likely to meet long-term discharge requirements, which could become more stringent in the future. However, for the City's anticipated recycled water use, secondary recycled water sufficiently meets the current regulations.

Environmental Considerations

Environmental considerations include water supply and energy conservation and groundwater protection. Each alternative plans a transition from disposing of final effluent in spray fields to full water recycling for agricultural and potentially landscape irrigation. Use of recycled water in this form is a higher form of reuse than currently practiced and will reduce the demand on surface water and groundwater resources. Energy demand for conveying recycled water is also expected to be less than the energy required to pump groundwater for irrigation for Alternatives 1A, 1B, 2A, and 2B. Energy demand for tertiary treatment (Alternative 3A) is much higher and may likely offset energy saved from pumping groundwater.

In proposing to line all storage ponds (existing and new), Alternatives 1B, 2B, and 3A are expected to provide a higher level of protection of groundwater in comparison to Alternatives 1A and 2A because percolation from the existing ponds would be minimized. Between Alternatives 1A and 2A, Alternative 2A does not require an additional storage pond to be constructed, which would reduce its potential environmental impacts from construction and operation and maintenance activities for the pond as well as ancillary structures. An additional benefit of reducing percolation from the existing ponds is that available recycled water volume would be maximized.

COMPARISON SUMMARY AND RANKING

The various alternatives were compared by means of the ranking matrix presented in Table 31in which monetary and non-monetary factors, discussed above, for each alternative were scored numerically. Scoring was based on a combination of published information, regulatory knowledge, and engineering judgment.

Table 31. Summary Comparison of Alternatives Ranking

Factor	Alternative					
	Maximum	1A	1B	2A	2B	3A
Present worth cost	40	30	25	40	30	10
Recycled water production	5	2	4	3	5	5
Spray field land disposition	5	3	2	5	3	5
Ease/reliability of operation	5	5	5	5	5	3
Health, safety, odor risk	5	3	3	3	3	5
Regulatory considerations	20	15	15	15	15	18
Environmental considerations	20	10	14	14	16	18
Total	100	68	68	85	77	64

APPARENT BEST ALTERNATIVE

The apparent best alternative will depend on the need to line existing storage ponds to achieve BPTC. If the Regional Water Board determines through a BPTC Evaluation that lining of existing storage ponds is not required, then Alternative 2A is the preferred alternative based on its low cost and highest overall ranking. However, if lining of the existing storage ponds is required to achieve BPTC, then Alternative 2B becomes the preferred alternative.

APPENDIX A

City of Winters Waste Discharge Requirements Order No. R5-2002-0136

CALIFORNIA REGIONAL WATER QUALITY CONTROL REGIONAL BOARD
CENTRAL VALLEY REGION

ORDER NO. R5-2002-0136

WASTE DISCHARGE REQUIREMENTS
FOR
CITY OF WINTERS
WASTEWATER TREATMENT FACILITY
YOLO COUNTY

The California Regional Water Quality Control Regional Board, Central Valley Region, (hereafter Regional Board) finds that:

1. Waste Discharge Requirements Order No. 91-232, adopted by the Board on 22 November 1991, prescribes requirements for the City of Winters Wastewater Treatment Facility (WWTF), which consists of wastewater collection, treatment, storage and land application areas.

2. Existing waste discharge requirements established by Order No. 91-232 are neither adequate nor consistent with current plans and policies of the Regional Board.

3. On 31 January 2002, the City of Winters (hereafter Discharger) submitted a Report of Waste Discharge (RWD) for a phased expansion of the WWTF to treat and dispose of domestic wastewater generated in the City of Winters.

4. For the purposes of this Order, the WWTF shall mean the wastewater treatment and storage ponds, and land application areas. The facility site location is shown on Attachment A, which is attached hereto and made part of this Order by reference.

5. The WWTF property is owned by the City of Winters (hereafter Discharger). The Assessor Parcel Numbers are 30-180-017, 30-210-012, -012, -009, -020, -010, 30-030-047, -046 and -012. As of the date of this Order, EcoResources is contracted to operate and maintain the WWTF.

6. The WWTF is located on County Road 32, northwest of the city of Winters in Sections 16 and 17, T8N, R1W, MDB&M. The WWTF is primarily surrounded by agricultural land and orchards. The facility site map is shown on Attachment B, which is attached hereto and made part of this Order by reference.

7. The 31 January 2002 RWD proposes that upon certified completion of improvements to the WWTF the maximum discharge be increased using a phased approach. Phase 1B consists of increasing the discharge from the existing 0.80 MGD to 0.92 MGD and Phase 2 consists of increasing the discharge from the 0.92 MGD to 1.20 MGD.

Existing Facility and Discharge

8. The WWTF consists of influent pumping, two 0.2-acre primary aeration ponds, two 0.4-acre secondary aeration ponds, one 5-acre polishing pond, 4 storage ponds having 43.3 total acres,

chlorination system and approximately 170 acres of land application areas. A schematic of the treatment and storage ponds are shown on Attachment C, which is attached hereto and made part of this Order by reference.

9. The following table summarizes the data submitted by the Discharger in monthly monitoring reports as required by Order No. 91-232.

		Specific Conductivity (µmhos/cm)	
Date	Flow (mgd)	Influent	Effluent
1/2001	0.624	1033	1145
2/2001	0.648	1019	1038
3/2001	0.616	1204	1005
4/2001	na	na	na
5/2001	0.591	na	na
6/2001	0.623	1029	1122
7/2001	0.632	1054	1210
8/2001	0.677	1202	1113
9/2001	0.635	1164	1080
10/2001	0.688	1104	1128
11/2001	0.688	1031	na
12/2001	0.652	1043	1012
1/2002	0.596	852	896
AVERAGE	**0.639**	**1067**	**1075**

na denotes not available, mgd denotes million gallons per day.

10. The land application areas that are irrigated with disinfected secondary wastewater are vegetated by native grasses, which are periodically grazed by sheep and cattle from the neighboring ranch. The recycled water is applied to the 130-acre land application area using big-gun sprinklers (104 installed) and 1-nozzle impact sprinklers (448 installed) are used for irrigation on the 40-acre land application area. The tailwater control system consists of 2 pumps at a capacity of 1,200 gpm.

Sanitary Sewer System

11. Wastewater from homes and businesses in the City of Winters is conveyed by gravity to the East Street pumping station from which it is pumped through a 2.7-mile, 14-inch diameter force main to the WWTF.

12. The Discharger's sanitary sewer system collects wastewater using sewers, pipes, pumps, and/or other conveyance systems and directs this raw sewage to the wastewater treatment facility. A "sanitary sewer overflow" is defined as a discharge to ground or surface water from the sanitary

sewer system at any point upstream of the wastewater treatment facility. Temporary storage and conveyance facilities (such as wet wells, regulated impoundments, tanks, highlines, etc.) may be part of a sanitary sewer system and discharges to these facilities are not considered sanitary sewer overflows, provided that the waste is fully contained within these temporary storage/conveyance facilities.

13. Sanitary sewer overflows consist of varying mixtures of domestic sewage, industrial wastewater, and commercial wastewater; this mixture depends on the pattern of land use in the sewage collection system tributary to the overflow. The chief causes of sanitary sewer overflows include grease blockages, root blockages, debris blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, storm or groundwater inflow/infiltration, lack of capacity, and contractor caused blockages.

14. Sanitary sewer overflows often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen demanding organic compounds, oil and grease, and other pollutants. Sanitary sewer overflows can cause temporary excedences of applicable water quality objectives, pose a threat to public health, adversely affect aquatic life, and impair the public recreational use and aesthetic enjoyment of surface waters in the area.

15. The Discharger is expected to take all necessary steps to adequately maintain, operate, and prevent discharges from its sanitary sewer collection system. This Order requires the Discharger to prepare and implement a Sanitary Sewer System Operation, Maintenance, Overflow Prevention, and Response Plan.

Planned Changes in Discharge

16. The Discharger is presently planning to expand the WWTF to be able to treat anticipated increased flows due to forecasted population increases. The expansion will be implemented in a phased approach. This phased approach includes 4 phases, however, this Order will focus on Phase 1B and Phase 2.

17. Phase 1B includes improvements that have been proposed in the RWD that will support a maximum discharge of 0.92 MGD (from the current 0.80 MGD). Some of the improvements include regrading the existing 130-acre land application areas to allow fuller use, and replacement of two existing 15-hp aerators in the primary aeration ponds with two 25-hp brush type aerators.

18. Phase 2 includes improvements that have been proposed in the RWD that will support a maximum discharge of 1.20 MGD. Some of the Phase 2 improvements include the installation of a new influent pump station, new 25-hp brush type aerator to the existing polishing pond, expand chlorination system to 100 lbs/d, replacement of the existing big-gun sprinklers in the north spray field with small sprinklers and an automated system, expand irrigation pumping capacity to 1,365 gpm, add an additional 133-acre-ft storage reservoir and add 56 new acres of land application areas.

19. The Discharger has provided treatment process capacity computations for Phases 1B and 2 that include water balance calculations utilizing data from a 100-year storm event.

Site-Specific Conditions

20. Annual average precipitation in the vicinity averages approximately 17.27 inches per year. The average evapotranspiration rate is approximately 57 inches per year.

21. The facility lies within the Valley Putah-Cache Hydrologic Unit Area No. 511.00, as depicted on interagency hydrologic maps prepared by the Department of Water Resources in August 1986.

Groundwater Considerations

22. There are no existing groundwater monitoring wells located at the WWTF. This Order requires the discharge to install a monitoring well network to assess background and down gradient water quality of the WWTF. The wells will be installed to such a depth that will allow monitoring of the first encountered groundwater bearing zone.

23. Quarterly groundwater monitoring and complete a technical analysis of groundwater monitoring data is appropriate and necessary to determine applicable background concentrations and the nature and extent of groundwater impacts attributable to the discharge, if any.

24. The water supply for the City of Winters is from five groundwater wells. The water is disinfected prior to distribution. Based on data from the 1998 Consumer Confidence Report the source water quality is as follows:

Constituent	Weighted Average	Range
Nitrate, mg/L	19	10 - 27
Total Dissolved Solids, mg/L	399	260-450
Specific conductance, µmhos/cm	710	460-810
Chloride, mg/L	27	15-31
Sulfate, mg/L	32	21-34
Coliform bacteria	non detect	----------

Groundwater Degradation

25. State Water Resources Control Regional Board (State Board) Resolution No. 68-16 (hereafter Resolution 68-16 or the "Antidegradation Policy") requires that high quality waters of the state (i.e., background water quality) be maintained until it is demonstrated that any change in quality will be consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality less than that described in the water quality policies (e.g., quality that exceeds water quality objectives). Any discharge to existing high quality waters must

be required to meet waste discharge requirements that will result in best practicable treatment or control of the discharge necessary to assure that a pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained.

26. Some degradation of groundwater beneath the WWTF (excluding the land application areas) is consistent with Resolution 68-16 provided that:

    a. The degradation is confined within a specified boundary;

    b. The discharger minimizes the degradation by fully implementing, regularly maintaining, and optimally operating best practicable treatment and control (BPTC) measures;

    c. The degradation is limited to waste constituents typically encountered in municipal wastewater as specified in the groundwater limitations in this Order; and

    d. The degradation does not result in water quality less than that prescribed in the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fourth Edition* (hereafter Basin Plan).

27. Some degradation of groundwater by some of the typical waste constituents released with discharge from a municipal wastewater utility after effective source control, treatment, and control is consistent with maximum benefit to the people of California. The technology, energy, water recycling, and waste management advantages of municipal utility service far exceed any benefits derived from a community otherwise reliant on numerous concentrated individual wastewater systems, and the impact on water quality will be substantially less. Degradation of groundwater by constituents (e.g., toxic chemicals) other than those specified in the groundwater limitations in this Order, and by constituents that can be effectively removed by conventional treatment (e.g., total coliform bacteria) is prohibited. When allowed, the degree of degradation permitted depends upon many factors (i.e., background water quality, the waste constituent, the beneficial uses and most stringent water quality objective, source control measures, waste constituent treatability).

28. Economic prosperity of local communities and associated industry is of maximum benefit to the people of California, and therefore sufficient reason exists to accommodate growth and groundwater degradation around the wastewater treatment facility, provided that the terms of the Basin Plan are met.

29. These waste discharge requirements do not allow degradation of groundwater beneath the land application areas. The Discharger is required to monitor the groundwater under the land application areas and, if the monitoring data indicate that the discharge of waste to the land application areas is causing groundwater to contain waste constituents in concentrations statistically greater than background water quality, then the Discharger may be required to submit a report to indicate how such degradation will comply with Resolution 68-16. Upon review of such report, this Order may be revised, including the groundwater limitations.

Treatment and Control Practices

30. This WWTF provides treatment and control of the discharge that incorporates:

    a. Technology for secondary treatment of municipal wastewater;

    b. Recycling of wastewater;

    c. Staffing and training to assure proper operation and maintenance.

31. The WWTF treats wastewater to secondary standards. Because of the lack of information regarding the shallow groundwater table, assumptions cannot be made regarding constituent attenuation in the vadose zone. In addition, the potential impacts on groundwater and the appropriate level of degradation that complies with Resolution 68-16 have not been fully evaluated. Therefore, the Discharger's current effort may not constitute BPTC as intended in Resolution 68-16, and this Order establishes a schedule for tasks to evaluate BPTC for each conveyance, treatment, storage, and disposal component of the facility and to further characterize groundwater for selected constituents. Completion of these tasks, and implementation of the approved strategies developed from that work, will ensure that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved.

32. This Order establishes interim groundwater limitations for the WWTF that will not unreasonably threaten present and anticipated beneficial uses or result in groundwater quality that exceeds water quality objectives set forth in the Basin Plan. This Order contains tasks for assuring that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved. Accordingly, the discharge is consistent with the antidegradation provisions of Resolution 68-16. Based on the results of the scheduled tasks, this Order may be reopened to reconsider groundwater limitations and other requirements to comply with Resolution 68-16.

Water Recycling

33. The Department of Health Services (DHS) has established statewide water recycling criteria in Title 22, CCR, Section 60301 et. seq. (hereafter Title 22). DHS revised the water recycling criteria contained in Title 22 on 2 December 2000. The revised Title 22 requires that all wastewater used for reclamation receive, at a minimum, secondary treatment. However, Title 22 does not define secondary treatment with respect to numerical limits for BOD_5 and total suspended solids (TSS). According to DHS, for uses not requiring disinfection, treated wastewater should, at a minimum, be adequately oxidized, contain dissolved oxygen near saturation levels, and be nonputrescible when applied to land.

Basin Plan, Beneficial Uses, and Regulatory Considerations

34. The Basin Plan designates beneficial uses, establishes water quality objectives, contains implementation plans and policies for protecting waters of the basin, and incorporates by reference plans and policies adopted by the State Board. Pursuant to Section 13263(a) of the California Water Code, waste discharge requirements must implement the Basin Plan.

35. Surface water drainage is to Highland Canal, thence to Dry Creek, thence to Putah Creek thence to the Yolo Bypass. The beneficial uses of the Putah Creek to Yolo Bypass are municipal and domestic supply; agricultural irrigation and stock watering supply; contact recreation, other noncontact recreation; warm and potential cold freshwater habitat; warm water spawning and wildlife habitat.

36. The beneficial uses of the underlying groundwater are municipal and domestic supply, agricultural supply, industrial service supply, and industrial process supply.

37. The Basin Plan encourages water recycling.

38. The Basin Plan establishes numerical and narrative water quality objectives for surface and groundwater within the basin for implementation in waste discharge requirements. For narrative water quality objectives translators can be employed as prescribed in the Basin Plan to derive numerical limitations that protect designated beneficial uses.

39. The Basin Plan identifies numerical water quality objectives for waters designated as municipal supply. These are the maximum contaminant levels (MCLs) specified in Title 22, California Code of Regulations: Tables 64431-A (Inorganic Chemicals) and 64431-B (Fluoride) of Section 64431, Table 64444-A (Organic Chemicals) of Section 64444, and Table 64449-A (Secondary Maximum Contaminant Levels-Consumer Acceptance Limits) of Section 64449. The Basin Plan's incorporation of these provisions by reference is prospective to incorporate changes as they take effect.

40. Narrative water quality objectives cover chemical constituents, tastes and odors, and toxicity. The toxicity objective requires that groundwater be maintained free of toxic substances in concentrations that produce detrimental physiological responses in humans, plants or animals. The chemical constituent objective requires that groundwater shall not contain chemical constituents in concentrations that adversely affect beneficial uses. The tastes and odors objective requires that groundwater shall not contain tastes or odors producing substances in concentrations that cause nuisance or adversely affect beneficial uses.

41. Water quality numeric criteria and guidelines developed and published by other agencies and organizations as necessary to protect designated beneficial uses are summarized in the attached information sheet. To not unreasonably affect any beneficial use, the most stringent of the

translated water quality criteria and numeric water quality objectives for a constituent must be the groundwater limitation implemented herein.

42. Section 13241 of the Water Code requires the Regional Board to consider various factors, including economic considerations, when adopting water quality objectives into its Basin Plan. Water Code Section 13263 requires the Regional Board to address the factors in Section 13241 in adopting waste discharge requirements. The State Board, however, has held that a Regional Board need not specifically address the Section 13241 factors when implementing existing water quality objectives in waste discharge requirements because the factors were already considered in adopting water quality objectives. As waste discharge requirements implement adopted water quality objectives, no additional analysis of Section 13241 factors is required.

43. The United States Environmental Protection Agency (EPA) has promulgated biosolids reuse regulations in 40 CFR 503, *Standard for the Use or Disposal of Sewage Sludge*, which establishes management criteria for protection of ground and surface waters, sets application rates for heavy metals, and establishes stabilization and disinfection criteria.

44. The Regional Board is using the Standards in 40 CFR 503 as guidelines in establishing this Order, but the Regional Board is not the implementing agency for 40 CFR 503 regulations. The Discharger may have separate and/or additional compliance, reporting, and permitting responsibilities to the EPA.

45. The State Board adopted Order No. 97-03-DWQ (General Permit No. CAS000001) specifying waste discharge requirements for discharges of storm water associated with industrial activities, and requiring submittal of a Notice of Intent by all affected industrial dischargers. If the wastewater treatment facility facilities are designed to collect all runoff and redirect them to the plant headworks then the Discharger will not be required to obtain coverage under the General Permit No. CAS000001. However, if the runoff in the plant area is not redirected to the headworks, then the Discharger is required to submit a notice of intent or notice of non-applicability for coverage under General Permit No. CAS000001.

46. On date 18 February 1997, in accordance with the California Environmental Quality Act (CCR, Title 14, Section 15261 et. seq.), the City of Winters certified a final Envionmental Impact Report for the phased expansion of the wastewater treatment facility including new spray fields and ultimately increasing the plants capacity from 0.55 MGD to 1.63 MGD. Recommended mitigation measures for potential significant impacts for water and groundwater quality are as follows:

<u>Water Quality</u>

a. California Regional Water Quality Control Board discharge requirements shall be met via the final design of the project. Requirements will include the specification that no applied wastewater reused for irrigation leave the site as surface runoff. Title 22 requirements will be met for reuse of wastewater for irrigation in design of treatment and disinfection systems.

b. Consistent with the General Plan policy VI.A.6, grading should be carried out during the dry months, April-October. Areas not being graded should be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles should be covered or temporarily revegetated when left for long periods. Revegetation of slopes should be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downgradient surface waters. A temporary and permanent erosion control plan shall be prepared with the final project design. These measures shall be incorporated into the State's required Stormwater Pollution Prevention Plan.
c. Facilities shall not be constructed and grading shall not be allowed with 100 feet of Dry Creek.

Groundwater Quality

a. California Regional Water quality Control Board requirements shall be met via the final design of the project.
b. A detailed geotechnical design report shall be performed prior to the final project design to determine groundwater levels across the site and seepage concerns resulting in recommendations with the intent of ensuring that significant groundwater impacts will not occur. The report shall meet the requirements of the Water Quality Control Board and recommendations of the final report shall be followed in the final design.
c. The final design shall incorporate drainage and pond sizing to accommodate 100-year rainfall events.

The Regional Board reviewed the mitigated negative declaration and concurs that implementing the outlined mitigation measures and compliance with Board adopted Waste Discharge Requirements will mitigate the risk of significant impacts to water quality.

47. Section 13267(b)(1) of the CWC provides that: "In conducting an investigation specified in subdivision (a), the Regional Board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the Regional Board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports."

48. The technical reports required by this Order and the attached "Monitoring and Reporting Program No. R5-2002-0136" are necessary to assure compliance with these waste discharge requirements. The Discharger operates the facility that discharges the waste subject to this Order.

49. The California Department of Water Resources (DWR) sets standards for the construction and destruction of groundwater wells (hereafter DWR Well Standards), as described in *California Well Standards Bulletin 74-90* (June 1991) and *Water Well Standards: State of California Bulletin 94-81* (December 1981). These standards, and any more stringent standards adopted by the State or county pursuant to CWC Section 13801, apply to all monitoring wells.

50. The discharge authorized herein and the treatment and storage facilities associated with the discharge, except for discharges of residual sludge and solid waste, are exempt from the requirements of Title 27, California Code of Regulations (CCR), Section 20005 et seq. (hereafter Title 27). The exemption, pursuant to Section 20090(a) of Title 27, is based on the following:

    a. The waste consists primarily of domestic sewage and treated effluent;

    b. The waste discharge requirements are consistent with water quality objectives; and

    c. The treatment and storage facilities described herein are associated with a municipal wastewater treatment facility.

51. State regulations that prescribe procedures for detecting and characterizing the impact of waste constituents from waste management units on groundwater are found in Title 27. While the wastewater treatment facility is exempt from Title 27, the data analysis methods of Title 27 are appropriate for determining whether the discharge complies with the terms for protection of groundwater specified in this Order.

52. Pursuant to California Water Code Section 13263(g), discharge is a privilege, not a right, and adoption of this Order does not create a vested right to continue the discharge.

Public Notice

53. All the above and the supplemental information and details in the attached Information Sheet, which is incorporated by reference herein, were considered in establishing the following conditions of discharge.

54. The State Department of Health Services was consulted regarding the public health aspects of water recycling.

55. The conditions of discharge in this Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure conformance with them. The Discharger may request that this Order be reopened if applicable laws and regulations change.

56. The Discharger and interested agencies and persons were notified of the intent to prescribe waste discharge requirements for this discharge, and provided an opportunity for a public hearing and an opportunity to submit their written views and recommendations.

57. In a public meeting, all comments pertaining to the discharge were heard and considered.

IT IS HEREBY ORDERED that, pursuant to Sections 13263 and 13267 of the California Water Code, Order No. 91-232 is rescinded and the City of Winters, its agents, successors, and assigns, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted hereunder, shall comply with the following:

[Note: Other prohibitions, conditions, definition and some methods of determining compliance are contained in the attached "Standard Provisions and Reporting Requirements for Waste Discharge Requirements," dated 1 March 1991, which are part of this Order. This attachment and its individual paragraphs are referred to as "Standard Provisions" and are attached hereto and made part of this Order by reference.]

A. Discharge Prohibitions

1. The direct or indirect discharge of wastes and/or recycled water to surface waters or surface water drainage courses is prohibited.

2. The bypass or overflow of untreated or partially treated waste is prohibited.

3. The application of recycled water to areas other that the designated land application areas is prohibited.

4. The application of recycled water that is applied at rates in excess of the vegetation nitrogen requirements, or at rates that would cause excess nitrogen, dissolved solids, or metals to leach to groundwater is prohibited.

5. The grading of surface water drainage courses and/or wetland areas in the land application areas is prohibited without water quality certification. Water Quality Certification is required for any project that impacts waters of the State (such as streams and wetlands). Those projects include, but are not limited to, stream crossings, modification of stream banks or stream courses, and filling or modification of wetlands.

6. The discharge of sewage from a sanitary sewer system at any point upstream of a wastewater treatment facility is prohibited. Discharge of treated wastewater downstream of the treatment plant, other than at the approved land application areas, is prohibited.

7. The discharge of waste classified as 'hazardous' under Section 2521, Title 23 CCR or 'designated', as defined in Section 13173 of California Water Code is prohibited.

8. The discharge of septage to the sanitary sewer system or the WWTF is prohibited.

9. The grazing of livestock in the land application areas, is prohibited.

B. Discharge Specifications

1. The monthly average dry weather flow shall not exceed 0.80 MGD. Upon certified completion of the facility improvements for Phase 1B, the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon written approval of the Phase 1B report from the Executive Officer, the monthly average dry weather flow shall not exceed 0.92 MGD. Upon certified completion of the improvements for Phase 2 the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon approval of the Phase 2 improvement report from the Executive Officer the monthly average flow shall not exceed 1.20 MGD. The flow rate limits shall be applied to the flow entering the headworks.

2. Public contact with wastewater shall be precluded or controlled through such means as fences and signs, or acceptable alternatives.

3. No waste constituent shall be released or discharged, or placed where it will be released or discharged, in a concentration or in a mass that causes violation of the Groundwater Limitations.

4. Objectionable odors originating at the facility shall not be perceivable beyond the limits of the property owned by the Discharger.

5. As a means of discerning compliance with Discharge Specification No. 4, the dissolved oxygen content in the upper one foot of any wastewater storage pond shall not be less than 1.0 mg/L.

6. All treatment, storage, and land application areas shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.

7. Application of recycled water shall be confined to the designated land application areas as defined in this Order.

8. Wastewater ponds shall be managed to prevent breeding of mosquitoes. In particular,

   a. An erosion control program shall be implemented to ensure that small coves and irregularities are not created around the perimeter of the water surface.

   b. Weeds shall be minimized through control of water depth, harvesting, or herbicides.

   c. Dead algae, vegetation, and debris shall not accumulate on the water surface.

9. The facility shall have sufficient treatment, storage, and disposal capacity to accommodate allowable wastewater flow and design seasonal precipitation and ancillary inflow and infiltration during the winter months. Design seasonal precipitation shall be based on total annual precipitation using a return period of 100 years, distributed monthly in accordance with historical rainfall patterns.

10. Freeboard in any pond shall never be less than two feet as measured from the water surface to the lowest point of overflow.

11. On or about **15 October** of each year, available pond storage capacity shall at least equal the volume necessary to comply with Discharge Specifications B.9 and B.10.

C. Effluent Limitations

1. Treated effluent discharged from the treatment plant/storage ponds to the land application areas shall not have total coliform exceeding a monthly average of 23 MPN/100 mL or a daily maximum of 240 MPN/100 mL.

2. No stored wastewater or effluent shall have a pH less than 6.5 or greater than 9.5.

D. General Solids Disposal Specifications

Sludge, as used in this document, means the solid, semisolid, and liquid residues removed during primary, secondary, or advanced wastewater treatment processes. Solid waste refers to grit and screenings generated during preliminary treatment. Residual sludge means sludge that will not be subject to further treatment at the WWTF. Biosolids refers to sludge that has been treated and tested and shown to be capable of being beneficially and legally used pursuant to federal and state regulations as a soil amendment for agriculture, silviculture, horticulture, and land reclamation activities.

1. Sludge and solid waste shall be removed from screens, sumps, ponds, and clarifiers as needed to ensure optimal plant operation.

2. Treatment and storage of sludge generated by the WWTF shall be confined to the WWTF property, and shall be conducted in a manner that precludes infiltration of waste constituents into soils in a mass or at concentrations that will violate the Groundwater Limitations of this Order.

3. Any storage of residual sludge, solid waste, and biosolids at the WWTF shall be temporary, and the waste shall be controlled and contained in a manner that minimizes leachate formation and precludes infiltration of waste constituents into soils in a mass or at concentrations that will violate the Groundwater Limitations of this Order.

4. Residual sludge, biosolids, and solid waste shall be disposed of in a manner approved by the Executive Officer and consistent with Title 27. Removal for further treatment, disposal, or reuse at disposal sites (i.e., landfills, WWTFs, composting sites, soil amendment sites) operated in accordance with valid waste discharge requirements issued by a Regional Water Quality Control Board will satisfy this specification.

5. Use of biosolids as a soil amendment shall comply with valid waste discharge requirements issued by a Regional Water Quality Control Board. In most cases, this will mean the General Biosolids Order (State Water Resources Control Board Water Quality Order No. 2000-10-DWQ, *General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use as a Soil Amendment in Agricultural, Silvicultural, Horticultural, and Land Reclamation Activities*). For a biosolids use project to be covered by the General Biosolids Order, the Discharger must file a complete Notice of Intent and receive a Notice of Applicability for each project.

6. Use and disposal of biosolids shall comply with the self-implementing federal regulations of Title 40, Code of Federal Regulations (CFR), Part 503, which are subject to enforcement by the U.S. EPA, not the Regional Board. If during the life of this Order, the State accepts primacy for implementation of 40 CFR 503, then the Regional Board may also initiate enforcement where appropriate.

E. Land Application Area Specifications

1. Public contact with recycled wastewater shall be controlled through use of fences and cautionary signs, and/or other appropriate means. Perimeter warning signs indicating that recycled water is in use shall be posted at least every 500 feet along the property boundary and at each access road entrance to the properties. Each sign shall be in English and Spanish languages.

2. Any connection between the recycled water conveyance system and any potable water conveyance system, groundwater supply well, or surface water supply source for the purpose of supplementing recycled water shall be equipped with an appropriate backflow prevention device.

3. Direct or windblown spray shall be confined to the designated land application area and shall be prevented from contacting outdoor eating areas, drinking water facilities, homes, or surface watercourses.

4. The Discharger shall comply with the following setbacks within the land application areas:

Setback Distance (feet)	To
25	Property Lines
30	Public Roads
50	Surface Water Drainage Courses
100	Domestic/Irrigation Wells

5. The perimeter of the land application areas shall be graded to control runoff and prevent ponding along public roads or other public areas.

6. Irrigation with recycled water shall not be performed within 24 hours before, during, or within 24 hours after any precipitation event, nor shall it be performed when the land application areas is saturated.

7. Application rates for recycled water shall not exceed agronomic rates considering the crop, soil, climate, and irrigation management system in accordance with the operation and maintenance plan required by Provision G.1.b.

8. The land application area shall be managed to prevent breeding of mosquitoes. In particular:

   a. There shall be no standing water on the irrigation parcel areas 24 hours after effluent application to a parcel ceases;

   b. Ditches must be maintained essentially free of emergent, marginal, and floating vegetation, and;

   c. Low-pressure and unpressurized pipelines and ditches accessible to mosquitoes shall not be used to store effluent.

F. Groundwater Limitations

1. Release of waste constituents from any wastewater treatment, storage system component, or land application area associated with the WWTF shall not cause groundwater degradation under and beyond that system component, as determined by an approved well monitoring network, to:

   a. Contain any of the following constituents in concentration greater than as listed or greater than ambient background quality, whichever is greater:

Constituent	Units	Limitation
Boron	mg/L	0.6
Chloride	mg/L	106
Iron	mg/L	0.3
Manganese	mg/L	0.05
Sodium	mg/L	69
Total Coliform Organisms	MPN/100 mL	non detect
Total Dissolved Solids[1]	mg/L	450
Total Nitrogen	mg/L	10
Nitrite (as N)	mg/L	1

Constituent	Units	Limitation
Nitrate (as N)	mg/L	10
Ammonia (as N)	mg/L	0.5
Bromoform	µg/L	4
Bromodichloromethane	µg/L	0.27
Chloroform	µg/L	1.1
Dibromochloromethane	µg/L	0.37

[1] A cumulative impact limit that accounts for several dissolved constituents in addition to those listed here separately [e.g., alkalinity (carbonate and bicarbonate), calcium, hardness, phosphate, and potassium].

b. Contain any constituent not identified in Groundwater Limitation F.1.a in concentrations greater than background quality (whether chemical, physical, biological, bacteriological, radiological, or some other property or characteristic).

c. Exhibit a pH of less than 6.5 or greater than 8.5 pH units.

d. Impart taste, odor, toxicity, or color that creates nuisance or impairs any beneficial use.

G. Provisions

1. All technical reports required herein that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to California Business and Professions Code sections 6735, 7835, and 7835.1. To demonstrate compliance with sections 415 and 3065 of Title 16, CCR, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work. All of the following reports shall be submitted pursuant to Section 13267 of the California Water.

   a. By **1 August 2003** submit a technical evaluation of the suspected seepage occuring from Storage Pond No. 4. Please include a workplan that will outline a schedule that will incorporate the mitigation measures to address this problem.

   b. By **1 August 2003**, the Discharger shall submit an Operation and Maintenance (O&M) Plan for the wastewater treatment facility and land application area. The O&M Plan shall instruct field personnel on how to manage the day-to-day discharge operations to comply with the terms and conditions of this Order and how to make field adjustments, as necessary, to preclude nuisance conditions (e.g., standing water and objectionable odors from ponded wastewater). It shall also include a nuisance condition troubleshooting flowchart and a description of notification requirements. A copy of the

O&M Plan shall be kept at the facility for reference by operating personnel. Key personnel shall be familiar with its contents. The O&M Plan shall include the following documents as report appendices:

i. A Cropping and Tailwater Control Plan which identifies the land application areas, wastewater application method, tailwater control method, tailwater control system schematic, berms/checks/furrows, crops to be grown, nitrogen removal calculations, and crop cutting/harvesting/disposal procedure, if applicable. This plan shall identify what measures will be taken to prevent wastewater from entering surface water drainage courses.

ii. A Grading Plan which describes grading activities which will allow application of wastewater in accordance with the WDRs, particularly Section D, Land Application Area Specifications. The grading of surface water drainage courses and/or wetland areas in the land application areas is prohibited without water quality certification. Water Quality Certification is required for any project that impacts waters of the State (such as streams and wetlands). Those projects include, but are not limited to, stream crossings, modification of stream banks or stream courses, and filling or modification of wetlands.

SANITARY SEWER EVALUATION

c. By **1 August 2004**, the Discharger shall submit a *Sanitary Sewer System Operation, Maintenance, Overflow Prevention, and Response Plan* (SSS Plan) that describes the actions designed to prevent, or minimize the potential for sanitary sewer overflows. The Discharger shall maintain the SSS Plan in an up-to-date condition and shall amend the SSS Plan whenever there is a change (e.g., in the design, construction, operation, or maintenance of the sanitary sewer system or sewer facilities) that materially affects the potential for sanitary sewer overflows, or whenever there is a sanitary sewer overflow. The Discharger shall ensure that the up-to-date SSS Plan is readily available to sewer system personnel at all times and that sewer system personnel are familiar with it.

i. At a minimum, the Operation and Maintenance portion of the plan shall contain or describe the following:

1. Detailed maps of the sanitary sewer system, identifying sewer mains, manholes, and lift stations;

2. A detailed listing of elements to be inspected, a description of inspection procedures and inspection frequency, and sample inspection forms;

3. A schedule for routine inspection and testing of all pipelines, lift stations, valves, and other key system components. The inspection/testing program shall

be designed to reveal problems that might lead to accidental spills and ensure that preventive maintenance is completed;

4. Provisions for repair or replacement of old, worn out, or defective equipment;

5. Provisions to minimize the need for manual operation of critical systems and provide spill alarms or other "fail safe" mechanisms;

6. The ability to properly manage, operate and maintain, at all times, all parts of the collection system that the Discharger owns or over which the Discharger has operational control;

7. The ability to provide adequate capacity to convey base flows and peak flows for all parts of the collection system the Discharger owns or over which the Discharger has operational control; and

8. How the Discharger will take all feasible steps to stop and mitigate the impact of sanitary sewer overflows in portions of the collection system the Discharger owns or over which the Discharger has operational control.

ii. At a minimum, the Overflow Prevention and Response Plan shall contain or describe the following:

1. Identification of areas of the collection system that historically have overflowed and an evaluation of the cause of the overflow;

2. Maintenance activities that can be implemented to address the cause of the overflow and means to prevent future overflows. Maintenance activities may include pretreatment of wastewater from industrial dischargers who discharge high concentrations of oil and grease in their wastewater;

3. Procedures for responding to sanitary sewer overflows designed to minimize the volume of sewer overflow that enters surface waters, and minimize the adverse effects of sewer overflows on water quality and beneficial uses;

4. Steps to be taken when an overflow or spill occurs, and procedures that will be implemented to ensure that all overflows and spills are properly identified, responded to and reported; and

5. A public notification plan, in which any posting of areas contaminated with sewage is performed at the direction of the Yolo County Health Department. All parties with a reasonable potential for exposure to an overflow event shall be notified.

GROUNDWATER QUALITY EVALUATION

d. By **1 August 2003**, the Discharger shall submit a workplan, prepared by a Registered Geologist, for characterization of groundwater quality. The workplan shall describe the installation of monitoring wells that will provide an adequate monitoring well network to evaluate groundwater quality upgradient and downgradient of the WWTF, including the land application areas. Every monitoring well shall be constructed to yield representative samples from the uppermost layer of the uppermost aquifer and to comply with applicable well standards. The workplan shall be consistent with, and include the items listed in, the first section of Attachment D, "*Items to be Included in a Monitoring Well Installation Workplan and a Monitoring Well Installation Report of Results.*"

e. By **1 January 2004**, the Discharger shall submit a groundwater well installation report prepared by a Registererd Geologist. The report shall be consistent with, and include the items listed in, the second section of Attachment D.

f. By **1 March 2005**, the Discharger shall submit a *Background Groundwater Quality Study Report*. For each groundwater monitoring parameter/constituent identified in the MRP, the report shall present a summary of monitoring data, calculation of the concentration in background monitoring wells, and comparison of background groundwater quality to that in wells used to monitor the facility. Determination of background quality shall be made using the methods described in Title 27, Section 20415(e)(10), and shall be based on data from at least four consecutive quarterly (or more frequent) groundwater monitoring events. For each monitoring parameter/constituent, the report shall compare measured concentrations for compliance monitoring wells with: 1) the calculated background concentration, and 2) the interim numeric limitations set forth in Groundwater Limitation F.1.a. Where background concentrations are statistically greater than the interim limitations specified in Groundwater Limitation F.1.a, the report shall recommend final groundwater limitations which comply with Resolution 68-16 for the waste constituents listed therein. Subsequent use of a concentration as a final groundwater limitation will be subject to the discretion of the Executive Officer. Where background concentrations are statistically less than the listed interim concentrations and the concentrations in the downgradient wells are statistically greater than background concentrations, the Discharger shall begin the preparation of a BPTC Evaluation Report to be approved by the Executive Officer.

If the BPTC evaluation report is required by this provision and subsequent monitoring results demonstrate the need to modify groundwater limitations this Order will be reopened and modified groundwater limitations adopted.

BPTC EVALUATION REPORT

Provisions G.1.h through G.1.j outline the schedule and compliance dates to be adhered to if the Discharger is required to submit a BPTC Evaluation Report per Provision G.1.g:

g. By **1 March 2006**, the Discharger shall submit a *BPTC Evaluation Workplan* that sets forth the scope and schedule for a systematic and comprehensive technical evaluation of each component of the facility's waste treatment and disposal system to determine best practicable treatment and control for each waste constituent listed in the Groundwater Limitation F.1.a of this Order. The workplan shall contain a preliminary evaluation of each component of the WWTF and effluent disposal system and propose a time schedule for completing the comprehensive technical evaluation. The schedule to complete the evaluation shall be as short as practicable, and shall not exceed one year.

h. By **1 August 2007**, the Discharger shall submit a *BPTC Evaluation Report and Implementation Workplan*. The report shall include a comprehensive evaluation of the BPTC measures studied, a discussion of BPTC measures proposed for implementation (i.e., recommendations for WWTF modifications), estimated concentration or mass loading reductions for each BPTC measure, specific methods the Discharger proposes to monitor and assure continuous optimal performance of BPTC measures, the source of funding, and proposed schedule for modifications. The schedule for full implementation shall be as short as practicable, and in no case shall it exceed four years past the Executive Officer's approval of the workplan unless specifically approved by the Regional Board. The component evaluation, recommended improvements, and implementation schedule are subject to the Executive Officer's approval.

i. By **30 November 2011**, the Discharger shall submit a technical report that proposes specific numeric groundwater limitations that (a) reflects compliance with applicable water quality objectives, background water quality, and full implementation of BPTC measures, and (b) describes how these were determined considering actual data from compliance monitoring wells, impact reductions through full implementation of BPTC, reasonable growth, etc. The Discharger should submit results of a validated groundwater model to support its proposal. In addition, the technical report shall describe the overall status of compliance with implementation of BPTC measures and compliance with all groundwater limitations.

OTHER REPORTS

j. **At least 60 days prior** to any biosolids removal and disposal, the Discharger shall submit a *Biosolids and Sludge Management Plan*. The plan shall include a detailed program and schedule for periodic pond cleanout and disposal of biosolids removed during pond cleanout, including at least the items listed in Attachment E of this Order.

k. A detailed design technical report shall be submitted to the Regional Board prior to the final design of the Phase II improvements. The technical report shall provide groundwater conditions within the area of the proposed reservoir and outline what engineering alternatives will be incorporated into the design of the reservoir that will provide adequate protection of water quality. If it is determined that a liner is required then a Construction Quality Assurance Plan shall be submitted for the installation of the liner.

2. Upon completion of tasks set forth in Provision G.1, the Regional Board shall consider the evidence provided and make a determination regarding whether the Discharger has justified BPTC and the appropriate final numeric groundwater limitations that comply with Resolution 68-16.

3. Upon the reduction, loss, or failure of the sanitary sewer system resulting in a sanitary sewer overflow, the Discharger shall take any necessary remedial action to (a) control or limit the volume of sewage discharged, (b) terminate the sewage discharge as rapidly as possible, and (c) recover as much as possible of the sewage discharged (including wash down water) for proper disposal. The Discharger shall implement all applicable remedial actions including, but not limited to, the following:

   a. Interception and rerouting of sewage flows around the sewage line failure;

   b. Vacuum truck recovery of sanitary sewer overflows and wash down water:

   c. Use of portable aerators where complete recovery of the sanitary sewer overflows are not practicable and where severe oxygen depletion is expected in surface waters; and

   d. Cleanup of sewage-related debris at the overflow site.

4. The Discharger shall comply with the Monitoring and Reporting Program No. R5-2002-0136, which is part of this Order, and any revisions thereto as ordered by the Executive Officer.

5. The Discharger shall comply with the "Standard Provisions and Reporting Requirements for Waste Discharge Requirements", dated 1 March 1991, which are attached hereto and made part of this Order by reference. This attachment and its individual paragraphs are commonly referenced as "Standard Provision(s)."

6. The Discharger shall use the best practicable cost-effective control technique(s) including proper operation and maintenance, to comply with discharge limits specified in this order.

7. The Discharger shall report promptly to the Regional Board any material change or proposed change in the character, location, or volume of the discharge.

11. The Discharger shall report to the Regional Board any toxic chemical release data it reports to the State Emergency Response Commission within 15 days of reporting the data to the

Commission pursuant to section 313 of the "Emergency Planning and Community Right to Know Act of 1986."

12. The Discharger shall not allow pollutant-free wastewater to be discharged into the wastewater collection, treatment, and disposal system in amounts that significantly diminish the system's capability to comply with this Order. Pollutant-free wastewater means rainfall, groundwater, cooling waters, and condensates that are essentially free of pollutants.

13. The Discharger shall submit to the Regional Board on or before each compliance report due date, the specified document or, if appropriate, a written report detailing compliance or noncompliance with the specific schedule date and task. If noncompliance is being reported, then the Discharge shall state the reasons for such noncompliance and provide an estimate of the date when the Discharger will be in compliance. The Discharger shall notify the Regional Board in writing when it returns to compliance with the time schedule.

14. In the event of any change in control or ownership of land or waste discharge facilities described herein, the Discharger shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be immediately forwarded to this office.

15. At least **90 days** prior to termination or expiration of any lease, contract, or agreement involving disposal or recycling areas or off-site reuse of effluent, used to justify the capacity authorized herein and assure compliance with this Order, the Discharger shall notify the Regional Board in writing of the situation and of what measures have been taken or are being taken to assure full compliance with this Order.

16. The Discharger must comply with all conditions of this Order, including timely submittal of technical and monitoring reports as directed by the Executive Officer. Violations may result in enforcement action, including Regional Regional Board or court orders requiring corrective action or imposing civil monetary liability, or in revision or recession of this Order.

17. A copy of this Order shall be kept at the discharge facility for reference by operating personnel. Key operating personnel shall be familiar with its contents.

18. The Regional Board will review this Order periodically and will revise requirements when necessary.

I, THOMAS R. PINKOS, Acting Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Regional Board, Central Valley Region, on 19 July 2002.

_____
THOMAS R. PINKOS, Acting Executive Officer

MMW: 7/19/02

AMENDED INFORMATION SHEET

ORDER NO. R5-2002-0136
CITY OF WINTERS
WASTEWATER TREATMENT FACILITY
YOLO COUNTY

Background

The City of Winters is a community of approximately 6,200 residents located on the western edge of the Sacramento Valley about 30 miles west of Sacramento. The City is primarily surrounded by orchards and pasture lands.

The City of Winters wastewater treatment facility (WWTF) provides secondary treatment. The City owns the plant and the operation and maintenance is currently contracted to EcoResources. The WWTF provides treatment for primarily domestic wastewater, with the exception of a few large industrial dischargers, one being a nut processing facility.

The existing Winters WWTF was constructed in 1980. The original dry weather capacity was estimated at 1.0 MGD. However, due to apparent leakage from one of the storage ponds, the Regional Board adjusted the plant capacity to 0.70 MGD. As outlined in Order No. 91-232, the average daily dry weather discharge flow (ADWF) was limited to 0.70 MGD. As outlined in Discharge Specification B.4 of Order No. 91-232, upon completion of proposed improvements to the WWTF the ADWF could be increased, with staff approval, to 0.80 MGD. The expansion was completed and improvements included the construction of an additional 140 acre-ft storage pond (No. 4) and the addition of land application areas. In March 2001, the Regional Board granted the increase of the ADWF to 0.80 MGD. Order No. 91-232 is no longer consistent with the Regional Board's current plans and policies and will be rescinded upon the adoption of this Order.

The Discharger is proposing to increase the treatment, storage and disposal capacity of the existing aeration and storage ponds, and increase acreage of the land application areas. Existing wastewater treatment processes include influent pumping, two 0.2-acre (20 acre-ft) primary aeration ponds, two
0.4-acre (40 acre-ft) secondary aeration ponds, one 5-acre polishing pond, 4 storage ponds having 43.3 total acres (380 acre-ft), chlorination system and approximately 170 acres of land application areas.

The proposed improvements to the WWTF are to be implemented in phases (Phase 1B and Phase 2). Phase 1B proposed improvements will support a maximum discharge of 0.92 MGD. Some of the improvements include regrading the existing 130-acre land application areas and the replacement of two existing 15-hp aerators in the primary aeration ponds with two 25-hp brush type aerators.

Phase 2 proposed improvements will support a maximum discharge of 1.20 MGD. Examples of the Phase 2 improvements include the installation of a new influent pump station, new 25-hp brush type aerator to the existing polishing pond, expand chlorination system to 100 lbs/d, replacement of the existing big-gun sprinklers in the north spray field with small sprinklers and an automated system, expand irrigation pumping capacity to 1,365 gpm, add an additional 133-acre-ft storage reservoir and add 56 new acres of land application areas.

Effluent Disposal

The land application areas that are irrigated with disinfected secondary wastewater are vegetated by native grasses, which are periodically grazed by sheep and cattle from the neighboring ranch. The recycled water is applied to the 130-acre land application area using big-gun sprinklers (104 installed) and 1-nozzle impact sprinklers (448 installed) are used for irrigation on the 40-acre land application area. The tailwater control system consists of 2 pumps at a capacity of 1,200 gpm.

Basin Plan, Beneficial Uses, and Regulatory Considerations

The beneficial uses of the Putah Creek to Yolo Bypass are municipal and domestic supply; agricultural irrigation and stock watering supply; contact recreation, other noncontact recreation; warm and potential cold freshwater habitat: warm water spawning and wildlife habitat. The *Water Quality Control Plan for the California Regional Water Quality Control Board Central Valley Region, Fourth Edition* (Basin Plan), designates beneficial uses, establishes water quality objectives, and contains implementation plans and policies for all waters of the Basin. Beneficial uses often determine the water quality objectives that apply to a water body. For example, waters designated as municipal and domestic supply must meet the maximum contaminant levels (MCLs) for drinking waters. The Basin Plan sets forth the applicable beneficial uses (industrial, agricultural, and domestic supply in this instance) of groundwater, procedure for application of water quality objectives, and the process for and factors to consider in allocating waste assimilation capacity.

Antidegradation

The antidegradation directives of Section 13000 of the California Water Code require that waters of the State that are better in quality than established water quality objectives be maintained "consistent with the maximum benefit to the people of the State." Waters can be of high quality for some constituents or beneficial uses and not others. Policies and procedures for complying with this directive are set forth in the Basin Plan (including by reference State Water Board Resolution No. 68-16, "Statement of Policy With Respect to Maintaining High Quality Waters in California," or "Antidegradation" Policy).

Resolution 68-16 is applied on a case-by-case, constituent-by-constituent basis in determining whether a certain degree of degradation can be justified. It is incumbent upon the Discharger to provide technical information for the Regional Board to evaluate that fully characterizes:

- All waste constituents to be discharged;
- The background quality of the uppermost layer of the uppermost aquifer;
- The background quality of other waters that may be affected;
- The underlying hydrogeologic conditions;
- Waste treatment and control measures;
- How treatment and control measures are justified as best practicable treatment and control (BPTC);
- The extent the discharge will impact the quality of each aquifer; and
- The expected degradation to water quality objectives.

In allowing a discharge, the Regional Board must comply with CWC section 13263 in setting appropriate conditions. The Regional Board is required, relative to the groundwater that may be affected by the discharge, to implement the Basin Plan and consider the beneficial uses to be protected along with the water quality objectives essential for that purpose. The Regional Board need not authorize the full utilization of the waste assimilation capacity of the groundwater (CWC 13263(b)) and must consider other waste discharges and factors that affect that capacity.

This discharge has been occurring for years. Certain waste constituents in municipal wastewater are not fully amenable to waste treatment and control and it is reasonable to expect some impact on groundwater. Some degradation for certain constituents is consistent with maximum benefit to the people of California because the technology, energy, water recycling, and waste management advantages of municipal utility service to the State far outweigh the environmental impact damage of a community that would otherwise be reliant on numerous concentrated individual wastewater systems. Economic prosperity of

local communities is of maximum benefit to the people of California, and therefore sufficient reason to accommodate increases in wastewater discharge provided terms of reasonable degradation are defined and met. The proposed Order authorizes some degradation consistent with the maximum benefit to the people of the State.

This Order requires the Discharger to install a groundwater monitoring well network and perform groundwater monitoring at the site. There is insufficient groundwater data to date to establish the most appropriate groundwater limits. In addition, certain aspects of waste treatment and control practices have not been and are unlikely to be justified as representative of best practicable treatment and control BPTC. Reasonable time is necessary to gather specific information about the WWTF and the site to make informed, appropriate, long-term decisions. Therefore, this proposed Order, establishes interim receiving water limitations to assure protection of the beneficial uses of groundwater of the State pending the completion of certain tasks and provides time schedules to complete specified tasks. The Discharger is expected to identify, implement, and adhere to BPTC as individual practices are reviewed and upgraded in this process. During this period, degradation may occur from certain constituents, but can never exceed water quality objectives (or ambient background water quality should it exceed objectives) or cause nuisance.

Water quality objectives define the least stringent limits that could apply as water quality limitations for groundwater at this location, except where ambient background quality unaffected by the discharge of waste already exceeds the objective. The values below reflect water quality objectives that must be met to maintain specific beneficial uses of groundwater. Unless natural background for a constituent proves higher, the groundwater quality limit established in proposed Order is the most stringent of the values listed for the listed constituents.

Constituent	Units	Value	Beneficial Use	Criteria or Justification
Ammonia	mg/L	0.5	MUN [1]	Taste and Odor [2]
Boron	mg/l	0.7	AGR [3]	Boron Sensitivity [4]
	mg/l	0.63	MUN [1]	USEPA toxicity level [9]
Chloride	mg/L	106	AGR [3]	Chloride sensitivity on certain crops irrigated via sprinklers [4]
		142	AGR [3]	Chloride sensitivity on certain crops [4]
		250	MUN [1]	Secondary MCL [5] - Recommended
		500	MUN [1]	Secondary MCL [5] - Upper
Iron	mg/L	0.3	MUN [1]	Secondary MCL [6]
Manganese	mg/L	0.05	MUN [1]	Secondary MCL [6]
Nitrate as N	mg/L	10	MUN [1]	Primary MCL [7]
Nitrite as N	mg/L	1	MUN [1]	Primary MCL [7]
Sodium	mg/L	69	AGR [3]	Sodium sensitivity on certain crops [4]
Total Dissolved Solids	mg/L	450	AGR [3]	Salt sensitivity for certain crops [4]
		500	MUN [1]	Secondary MCL [5] - Recommended
		1,000	MUN [1]	Secondary MCL [5] - Upper
Total Coliform Organisms	MPN/100 ml	2.2	MUN [1]	Basin Plan
Trihalomethanes	µg/L	100	MUN [1]	MCL [8]
Bromoform	µg/L	4	MUN [1]	USEPA Cancer Potency Factor [9]
Bromodichloromethane	µg/L	2.7	MUN [1]	Cal/EPA Cancer Potency Factor [10]
Chloroform	µg/L	1.1	MUN [1]	Cal/EPA Cancer Potency Factor [10]
Dibromochloromethane	µg/L	0.37	MUN [1]	Cal/EPA Cancer Potency Factor [10]
pH	pH Units	6.5 to 8.5	MUN [1]	Secondary MCL [9]

[1] Municipal and domestic supply
[2] Council of the European Union, On the Quality of Water Intended for Human Consumption, Council Directive 98/83/EC (3 November 1998).
[3] Agricultural supply
[4] Ayers, R. S. and D. W. Westcot, Water Quality for Agriculture, Food and Agriculture Organization of the United Nations – Irrigation and Drainage Paper No. 29, Rev. 1, Rome (1985)
[5] Title 22, California Code of Regulations (CCR), section 64449, Table 64449-B
[6] Title 22, CCR, section 64449, Table 64449-A
[7] Title 22, CCR, section 64431, Table 64431-A
[8] Title 22, CCR, section 64439
[9] USEPA Integrated Risk Information System
[10] Cal/EPA Toxicity Criteria Database (OEHHA)

Municipal wastewater contains numerous dissolved inorganic waste constituents (i.e., salts, minerals) that together comprise total dissolved solids (TDS). Each component constituent is not individually critical to any beneficial use. Critical constituents are individually listed. The cumulative impact from these other constituents, along with the cumulative affect of the constituents that are individually listed can be effectively controlled using TDS as a generic indicator parameter.

Not all TDS constituents pass through the treatment process and soil profile in the same manner or rate. Chloride tends to pass through both rapidly to groundwater. As chloride concentrations in most groundwaters in the region are much lower than in treated municipal wastewater, chloride is a useful indicator parameter for evaluating the extent to which effluent reaches groundwater. Boron is another TDS constituent that may occur in wastewater in concentrations greater than groundwater

depending on the source water, to the extent residents use cleaning products containing boron, and whether any industrial dischargers utilize boron (e.g., glass production, cosmetics). Other indicator constituents for monitoring for groundwater degradation due to recharged effluent include total coliform bacteria, ammonia, total nitrogen, and Total Trihalomethanes (TTHMs), a by-product of chlorination. Dissolved iron and manganese are useful indicators to determine whether components of the WWTF with high-strength waste constituents, such as sludge handling facilities, are ineffective in containing waste. Exceptionally high TDS and nitrogen also typifies this type of release.

Treatment Technology and Control

Given the character of municipal wastewater, secondary treatment technology is generally sufficient to control degradation of groundwater from decomposable organic constituents. Adding disinfection significantly reduces populations of pathogenic organisms, and reasonable soil infiltration rates and unsaturated soils can reduce them further. Neither organics nor total coliform organisms, the indicator parameter for pathogenic organisms, should be found in groundwater in a well-designed, well-operated facility.

Chlorine disinfection of effluent causes formation of TTHMs, which are toxic priority pollutants. Treatment to reduce these in wastewater generally has not been performed, and little is known at this point on the typical impact on groundwater.

Municipal wastewater typically contains nitrogen in concentrations greater than water quality objectives, which vary according to the form of nitrogen. Degradation by nitrogen can be controlled by an appropriate secondary treatment system (e.g., oxidation ditch), tertiary treatment for nitrogen reduction, and agronomic reuse on harvested crops. The effectiveness varies, but generally BPTC should be able to control nitrogen degradation at a concentration well below the water quality objectives. The proposed interim limitation reflects water quality objectives.

Waste constituents that are forms of salinity pass through the treatment process and soil profile and effective control of long-term affects relies upon effective source control and pretreatment measures. In the best of circumstances, long-term land discharge of treated municipal wastewater will degrade groundwater with salt (as measured by TDS and EC) and the individual components of salts (e.g., sodium, chloride). The proposed Order sets water quality objectives for the interim while site-specific, constituent-specific limits are developed in conjunction with a BPTC evaluation of source control and pretreatment. The next Order will likely contain effluent limits for salt components other than chloride that, if met, assure groundwater quality will be controlled to an acceptable level.

Other constituents in treated municipal waste that may pass through the treatment process and the soil profile include recalcitrant organic compounds (e.g., ethylene glycol, or antifreeze), radionuclides, and pharmaceuticals. Hazardous compounds are not usually associated with domestic wastes and when present are reduced in the discharge to inconsequential concentrations through dilution with domestic waste, treatment, and the implementation of effective pretreatment programs. It is inappropriate to allow degradation of groundwater with such constituents, so proposed limitations are nondetect.

A discharge of wastewater that overloads soils with nutrients and organics can result in anaerobic conditions in the soil profile, which in turn creates organic acids and decreases soil pH. Under conditions of low soil pH (i.e., below 5), iron and manganese compounds in the soil can solubilize and leach into groundwater. Discharge of residual sludge to land may also lead to increases in groundwater alkalinity and hardness to concentrations that impair the water's beneficial uses and contribute to an overall increase in TDS. Overloading is preventable. Though iron and manganese limits are set at the water quality objective, groundwater pH is expected to remain the same as background.

Title 27

Title 27, CCR section 20005 et seq. ("Title 27"), contains regulations to address certain discharges to land. Title 27 establishes a waste classification system, specifies siting and construction standards for containment of classified waste, requires extensive monitoring of groundwater and the unsaturated zone for any indication of failure of containment, and

specifies closure and post-closure maintenance requirements. Generally, no degradation of groundwater quality by any waste constituent is acceptable under Title 27 regulations.

Discharges of domestic sewage and treated effluent can be treated and controlled to a degree that will not result in unreasonable degradation of groundwater. For this reason, they have been conditionally exempted from Title 27. Treatment and storage facilities for sludge that are part of the WWTF are considered exempt from Title 27 under Section 20090(a), provided that the facilities will not result in a violation of any water quality objective. As the exemption specifically excludes the discharge to land of 1) solid waste that results from treatment of domestic sewage (e.g., grit and screenings) and 2) residual sludge (sludge that will not be subjected to further treatment by the WWTF), such discharges must compy with provisions of Title 27.

Accordingly, the municipal discharge of effluent and the operation of treatment or storage facilities associated with a municipal wastewater treatment facility can be allowed without requiring compliance with Title 27, but only if resulting degradation of groundwater is in accordance with the Basin Plan. This means, among other things, that degradation of groundwater must be consistent with Resolution No. 68-16 and in no case greater than water quality objectives.

Discharge Prohibitions and Specifications

The proposed order establishes a monthly average dry weather flow limit of 0.80 MGD. Upon certified completion of the facility improvements for Phase 1B the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon approval of the Phase 1B report from the Executive Officer the monthly average dry weather flow shall not exceed 0.92 MGD. Upon certified completion of the improvements for Phase 2 the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon approval of the Phase 2 improvement report from the Executive Officer the monthly average flow shall not exceed 1.20 MGD. The flow rate limits shall be applied to the flow entering the headworks. The discharge specifications regarding dissolved oxygen and freeboard are consistent with Regional Board policy for the prevention of nuisance conditions, and are applied to all such facilities.

In order to protect public health and safety, the proposed Order requires the Discharger to comply with many of the provisions of Title 22 and to implement best management practices with respect to effluent disposal (e.g., to dispose of effluent at reasonable rates considering the crop, soil, climate, and irrigation management plan.). This Order requires that the Discharger submit a Title 22 Engineering Report if the grazing of livestock is to continue.

Monitoring Requirements

Section 13267 of the CWC authorizes the Regional Board to require monitoring and technical reports as necessary to investigate the impact of a waste discharge on waters of the state. In recent years there has been increased emphasis on obtaining all necessary information, assuring the information is timely as well as representative and accurate, and thereby improving accountability of any discharger for meeting the conditions of discharge. Section 13268 of the CWC authorizes assessment civil administrative liability where appropriate.

The proposed Order increases the previous Order's influent and effluent monitoring requirements, and includes flow rates, wastewater storage ponds, land application areas, and groundwater monitoring requirements. In order to adequately characterize its wastewater effluent, the Discharger is required to monitor for settleable solids, BOD, coliform, TDS, nitrogen, sodium, and chloride. Monitoring of additional minerals is required on an annual basis. To ensure that disposal ponds do not create nuisance conditions, the Discharger is required to monitor freeboard available and dissolved oxygen content weekly.

The Title 27 zero leakage protection strategy relies heavily on extensive groundwater monitoring to increase a discharger's awareness of, and accountability for, compliance with the prescriptive and performance standards. With a high volume,

concentrated, uncontained discharge to land, monitoring takes on even greater importance. The proposed Order includes monitoring of applied waste quality, application rates, and groundwater.

Title 27 regulations pertaining to groundwater monitoring and the detection and characterization of waste constituents in groundwater have been in effect and successfully implemented for many years. No regulation currently specifies similar criteria more suitable for a situation where extensive infiltration into groundwater occurs. However, where, as here, such infiltration occurs, it is appropriate that the Title 27 groundwater monitoring procedures be extended and applied on a case-by-case basis under Water Code section 13267.

The Discharger must monitor groundwater for constituents present in the discharge and capable of reaching groundwater and violating groundwater limitations if its treatment and control, and any dependency of the process on sustained environmental attenuation, proves inadequate. The Discharger's existing network of groundwater monitoring wells is not adequate to fully characterize background water quality and potential groundwater impacts for the wastewater treatment facility and land application areas.

For each constituent listed in the Groundwater Limitations section, the Discharger must, as part of each monitoring event, compare concentrations of constituents found in each monitoring well to the background concentration or to prescribed numerical limitations to determine compliance.

Reopener

The conditions of discharge in the proposed Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure conformance with them. However, information is presently insufficient to develop final effluent and groundwater limitations, so the proposed Order contains interim limitations. Additional information must be developed and documented by the Discharger as required by schedules set forth in the proposed Order. As this additional information is obtained, decisions will be made concerning the best means of assuring the highest water quality possible and that could involve substantial cost. It may be appropriate to reopen the Order if applicable laws and regulations change, but the mere possibility that such laws and regulations may change is not sufficient basis for reopening the Order. The CWC requires that waste discharge requirements implement all applicable requirements.

Surface water drainage is to Highland Canal, thence to Dry Creek, thence to Putah Creek thence to the Yolo Bypass.

MMW: 7/19/02
AMENDED

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

MONITORING AND REPORTING PROGRAM NO. R5-2002-0136

FOR
CITY OF WINTERS
WASTEWATER TREATMENT FACILITY
YOLO COUNTY

This Monitoring and Reporting Program (MRP) describes requirements for monitoring domestic wastewater, treated effluent, wastewater storage ponds, land application areas, and groundwater. This MRP is issued pursuant to Water Code Section 13267. The Discharger shall not implement any changes to this MRP unless and until a revised MRP is issued by the Executive Officer.

All samples should be representative of the volume and nature of the discharge or matrix of material sampled. The time, date, and location of each grab sample shall be recorded on the sample chain of custody form.

Field test instruments (such as those used to test pH, specific conductivity and dissolved oxygen) may be used provided that:

1. The operator is trained in proper use and maintenance of the instruments;
2. The instruments are calibrated prior to each monitoring event;
3. Instruments are serviced and/or calibrated by the manufacturer at the recommended frequency; and
4. Field calibration reports are submitted as described in the "Reporting" section of this MRP.

INFLUENT MONITORING

Influent flow monitoring shall be performed at the headworks. Samples shall be collected at approximately the same time as effluent samples and should be representative of the influent. Influent monitoring shall include the following:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Influent Flow	gpd	Meter	Continuously	Monthly

Monthly Average Daily Flow	gpd	Calculated	Monthly	Monthly
BOD_5[1]	mg/L,	Grab	Weekly	Monthly
pH	pH units	Grab	Weekly	Monthly
Electrical Conductivity	µmhos/cm	Grab	Weekly	Monthly

[1] 5-day Biochemical Oxygen Demand

STORAGE POND MONITORING

Each of the storage ponds shall be sampled for the parameters specified below:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Freeboard	±0.1 feet	Measurement	Weekly	Monthly
Dissolved Oxygen[1]	mg/L	Grab	Weekly	Monthly
pH	pH units	Grab	Weekly	Monthly
Electrical Conductivity	µmhos/cm	Grab	Weekly	Monthly
Odors	--	Observation	Weekly	Monthly
Levee condition[2]	--	Observation	Weekly	Monthly

[1] Samples shall be collected at a depth of one foot from each pond in use, opposite the inlet. Samples shall be collected between 0700 and 0900 hours.

[2] Pond containment levees shall be observed for signs of seepage or surfacing water along the exterior toe of the levees. If surfacing water is found, then a sample shall be collected and tested for total coliform organisms.

EFFLUENT MONITORING

Effluent samples shall be collected before discharge to the land application areas and shall be representative of the volume and nature of the discharge. Effluent monitoring shall include the following:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Flow	mgd	Continuous	Continuous	Monthly
BOD_5	mg/L	Grab	Weekly	Monthly
Total Coliform Organisms[1]	MPN/100 ml	Grab	Weekly	Monthly
Electrical Conductivity	µmhos/cm	Grab	Weekly	Monthly
pH	Standard	Grab	Weekly	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly	Monthly
Sodium	mg/L	Grab	Monthly	Monthly
Chloride	mg/L	Grab	Monthly	Monthly
Nitrate as NO_3	mg/L	Grab	Monthly	Monthly
Total Kjeldahl Nitrogen	mg/L	Grab	Monthly	Monthly
Total Nitrogen	mg/L	Grab/calculated	Monthly	Monthly

[1] If positive results are reported, a duplicate sample shall be collected and re-analyzed within ten days after the initial sample. If the concentration is >1600 MPN/100mL the lab shall be instructed to carry out the dilutions to 4 or 5, or until termination, which ever yields an actual concentration number.

LAND APPLICATION AREA MONITORING

Monitoring of the land application area shall be conducted daily and the results shall be included in the monthly monitoring report. Evidence of erosion, field saturation, runoff, or the presence of nuisance conditions shall be noted in the report. Effluent monitoring results shall be used in calculations to ascertain loading rates at the application area. Monitoring of the land application areas shall include the following:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Rainfall	Inches	Measurement	Daily	Monthly
Acreage Applied[1]	Acres	Calculated	Daily	Monthly
Application Rate[2]	Gal/acre/day	Calculated	Daily	Monthly
BOD_5 Loading Rate[2]	lbs/acre/day	Calculated[3]	Monthly	Monthly
Total Nitrogen Loading Rate[2]	lbs/acre/month	Calculated[3]	Monthly	Monthly
Total Dissolved Solids Loading Rate[2]	lbs/acre/month	Calculated[3]	Monthly	Monthly

[1] Land application areas shall be identified
[2] For each land application area.
[3] BOD_5, Total Nitrogen and TDS loading rates shall be calculated using the daily applied volume of wastewater, daily application area, and a running average of the three most recent results of BOD_5, Total Nitrogen and TDS which shall also be reported along with supporting calculations.

GROUNDWATER MONITORING

Prior to construction and/or sampling of any groundwater monitoring wells, the Discharger shall submit plans and specifications to the Regional Board for review and approval. Once installed, all new wells shall be added to the MRP and shall be sampled and analyzed according to the schedule below.

Prior to sampling, the groundwater elevations shall be measured and the wells shall be purged at least three well volumes until temperature, pH and electrical conductivity have stabilized. Depth to groundwater shall be measured to the nearest 0.01 feet. Samples shall be collected using standard EPA methods. Groundwater monitoring shall include, at a minimum, the following:

Constituent	Units	Type of Sample	Sampling and Reporting Frequency
Depth to Groundwater	0.01 feet	Measurement	Quarterly
Groundwater Elevation[1]	0.01 feet	Calculated	Quarterly
Gradient	feet/feet	Calculated	Quarterly
Gradient Direction	degrees	Calculated	Quarterly
Total Dissolved Solids	mg/L	Grab	Quarterly
Electrical Conductivity	µmhos/cm	Grab	Quarterly
Nitrate as Nitrogen	mg/L	Grab	Quarterly
Total Kjeldahl Nitrogen	mg/L	Grab	Quarterly
pH	pH units	Grab	Quarterly
Trihalomethanes	µg/L	Grab	Quarterly
Total Coliform Organisms	MPN/100 ml	Grab	Quarterly
Boron	mg/L	Grab	Quarterly

Constituent	Units	Type of Sample	Sampling and Reporting Frequency
Chloride	mg/L	Grab	Quarterly
Iron	mg/L	Grab	Quarterly
Manganese	mg/L	Grab	Quarterly
Sodium	mg/L	Grab	Quarterly
Standard Minerals[2]	mg/L	Grab	Annually

[1] Groundwater elevation shall be determined based on depth-to-water measurements using a surveyed measuring point elevation on the well and a surveyed reference elevation.
[2] Standard Minerals shall include, at a minimum, the following elements/compounds: Barium, Calcium, Magnesium, Potassium, Sulfate, Total Alkalinity (including alkalinity series), and Hardness.

SLUDGE MONITORING

A composite sample of sludge shall be collected when removed from the ponds in accordance with EPA's POTW Sludge Sampling and Analysis Guidance Document, August 1989, and tested for the following metals:

Cadmium	Copper Nickel
Chromium Lead	Zinc

Sampling records shall be retained for a minimum of five years. A log shall be kept of sludge quantities generated and of handling and disposal activities. The frequency of entries is discretionary; however, the log should be complete enough to serve as a basis for part of the annual report.

WATER SUPPLY MONITORING

A sampling station shall be established where a representative sample of the municipal water supply can be obtained. The water supply data collected for the City of Winters and compiled in the Consumer Confidence Report may be used. Data from each well shall be submitted. The Discharger may submit an average of each of the five wells and the high/low range. Water supply monitoring shall include at least the following:

Constituents	Units	Type of Sample	Sampling and Reporting Frequency
TDS	mg/L	Grab	Annually
Electrical Conductivity	µmhos/cm	Grab	Annually
pH	pH units	Grab	Annually
Standard Minerals[1]	mg/L	Grab	Annually

[1] Standard Minerals shall include, at a minimum, the following elements/compounds: Barium, Calcium, Magnesium, Sodium, Potassium, Chloride, Nitrate, Sulfate, Total Alkalinity (including alkalinity series), and Hardness.

REPORTING

In reporting monitoring data, the District shall arrange the data in tabular form so that the date, sample type (e.g., effluent, pond, etc.), and reported analytical result for each sample are readily discernible. The data shall be summarized in such a manner to clearly illustrate compliance with waste discharge requirements and spatial or temporal trends, as applicable. The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported to the Regional Board.

As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all Groundwater Monitoring Reports shall be prepared under the direct supervision of a Registered Engineer or Geologist and signed by the registered professional.

A. Monthly Monitoring Reports

Daily, weekly, and monthly monitoring data shall be reported in monthly monitoring reports. Monthly reports shall be submitted to the Regional Board on the **1st day of the second month following sampling** (i.e., the January Report is due by 1 March). At a minimum, the reports shall include:

1. Results of influent, effluent, pond, and land application area monitoring;
2. A comparison of monitoring data to the discharge specifications and an explanation of any violation of those requirements. Data shall be presented in tabular format;
3. If requested by staff, copies of laboratory analytical report(s); and
4. A calibration log verifying calibration of all hand-held monitoring instruments and devices used to comply with the prescribed monitoring program.

B. Quarterly Monitoring Reports

The Discharger shall establish a quarterly sampling schedule for groundwater monitoring such that samples are obtained approximately every three months. Quarterly monitoring reports shall be submitted to the Regional Board by the **1st day of the second month after the quarter** (i.e., the January-March quarterly report is due by May 1st) and may be combined with the monthly report. The Quarterly Report shall include the following:

1. Results of groundwater monitoring;

2. A narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring. The narrative shall be sufficiently detailed to verify compliance with the WDR, this MRP, and the Standard Provisions and Reporting Requirements. The narrative shall be supported by field logs for each well documenting depth to groundwater; parameters measured before, during, and after purging; method of purging; calculation of casing volume; and total volume of water purged;

3. Calculation of groundwater elevations, an assessment of groundwater flow direction and gradient on the date of measurement, comparison of previous flow direction and gradient data, and discussion of seasonal trends if any;

4. A narrative discussion of the analytical results for all groundwater locations monitored including spatial and temporal tends, with reference to summary data tables, graphs, and appended analytical reports (as applicable);

5. A comparison of monitoring data to the groundwater limitations and an explanation of any violation of those requirements;

6. Summary data tables of historical and current water table elevations and analytical results;

7. A scaled map showing relevant structures and features of the facility, the locations of monitoring wells and any other sampling stations, and groundwater elevation contours referenced to mean sea level datum;

8. Copies of laboratory analytical report(s) for groundwater monitoring.

C. Annual Report

An Annual Report shall be prepared as the fourth quarter monitoring report. The Annual Report will include all monitoring data required in the monthly/quarterly schedule. The Annual Report shall be submitted to the Regional Board by **1 February** each year. In addition to the data normally presented, the Annual Report shall include the following:

1. The contents of the regular groundwater monitoring report for the last sampling event of the year;

2. If requested by staff, tabular and graphical summaries of all data collected during the year;

3. An evaluation of the groundwater quality beneath the wastewater treatment facility;

4. A discussion of compliance and the corrective actions taken, as well as any planned or proposed actions needed to bring the discharge into full compliance with the waste discharge requirements;

5. A discussion of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program;

6. A copy of the certification for each certified wastewater treatment facility operator working at the facility and a statement about whether the Discharger is in compliance with Title 23, CCR, Division 3, Chapter 26.

7. Summary of information on the disposal of sludge and/or solid waste;

8. The results from annual monitoring of the groundwater wells and water supply;

9. The results from any sludge monitoring required by the disposal facility; and

10. A forecast of influent flows, as described in Standard Provision No. E4.

A letter transmitting the self-monitoring reports shall accompany each report. Such a letter shall include a discussion of requirement violations found during the reporting period, and actions taken or planned for correcting noted violations, such as operation or facility modifications. If the Discharger has previously submitted a report describing corrective actions and/or a time schedule for implementing the corrective actions, reference to the previous correspondence will be satisfactory. The transmittal letter shall contain the penalty of perjury statement by the Discharger, or the Discharger's authorized agent, as described in the Standard Provisions General Reporting Requirements Section B.3.

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of the those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Based on results of the monitoring program after a minimum of two years, the Discharger may request a reduction in the constituents monitored and/or sample frequency. If such reductions are warranted, this MRP may be revised by the Executive Officer.

The Discharger shall implement the above monitoring program on the first day of the month following adoption of this Order.

Ordered by: _____
THOMAS R. PINKOS, Acting Executive Officer

19 July 2002
(Date)

MMW: 7/19/02
AMENDED

APPENDIX B

Water Balance Calculation Tables

Alternative 1A Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.992	30.8	2.34	5.0	4.43	9.4	8.4	15.6	0.0	2.3	0.0	168.9
Nov	1.148	34.4	6.12	13.0	2.31	4.9	8.4	8.2	0.0	26.0	28.0	142.8
Dec	1.079	33.5	10.08	21.4	1.71	3.6	8.4	0.0	0.0	42.9	68.9	99.9
Jan	0.974	30.2	11.48	24.4	1.71	3.6	8.4	0.0	0.0	42.8	111.5	57.4
Feb	1.115	31.2	9.30	19.8	2.46	5.2	8.4	0.0	0.0	37.4	148.9	20.0
Mar	1.056	32.7	6.64	14.1	4.09	8.7	8.4	12.2	0.0	17.6	166.5	2.4
Apr	1.059	31.8	3.02	6.4	5.61	11.9	8.4	16.8	0.0	1.2	167.6	1.2
May	1.024	31.8	1.23	2.6	7.50	15.9	8.4	22.4	0.0	-12.3	155.3	13.5
Jun	0.967	29.0	0.33	0.7	8.58	18.2	8.4	41.9	0.0	-38.8	116.5	52.3
Jul	1.022	31.7	0.05	0.1	9.55	20.3	8.4	46.7	0.0	-43.5	73.0	95.9
Aug	0.950	29.4	0.09	0.2	8.53	18.1	8.4	41.7	0.0	-38.5	34.5	134.4
Sep	1.122	33.6	0.52	1.1	6.27	13.3	8.4	22.1	0.0	-9.1	25.4	143.4
Total		380	51.2	108.8	62.8	133.3	100.2	227.6	0.0	27.8		
Avg Dry Weather Flow	1.041											

Water Balance Assumptions

Pond 1 is full at beginning of wet season

Wastewater Generation Rate	85	gpcd
Population	12,243	people
Existing Pond Surface Area	32.5	acres
New Pond Surface Area	30	acres
Existing Storage	288	acre-ft
New Storage Required	230	acre-ft
Orchard Irrigation Area	200	acres
Spray Field Irrigation	0	MG

Alternative 1B Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.992	30.8	2.34	6.3	4.43	11.9	2.4	15.6	0.0	7.1	0.0	222.4
Nov	1.148	34.4	6.12	16.5	2.31	6.2	2.4	8.2	0.0	34.2	34.2	188.2
Dec	1.079	33.5	10.08	27.2	1.71	4.6	2.4	0.0	0.0	53.7	87.9	134.6
Jan	0.974	30.2	11.48	30.9	1.71	4.6	2.4	0.0	0.0	54.2	142.1	80.4
Feb	1.115	31.2	9.30	25.1	2.46	6.6	2.4	0.0	0.0	47.3	189.4	33.1
Mar	1.056	32.7	6.64	17.9	4.09	11.0	2.4	12.2	0.0	25.0	214.4	8.1
Apr	1.059	31.8	3.02	8.2	5.61	15.1	2.4	16.8	0.0	5.7	220.1	2.4
May	1.024	31.6	1.23	3.3	7.50	20.2	2.4	22.4	0.0	-9.9	210.2	12.3
Jun	0.967	29.0	0.33	0.9	8.58	23.1	2.4	41.9	0.0	-37.5	172.6	49.8
Jul	1.022	31.7	0.05	0.1	9.55	25.7	2.4	46.7	0.0	-43.0	129.7	92.8
Aug	0.950	29.4	0.09	0.3	8.53	23.0	2.4	41.7	0.0	-37.3	92.3	130.1
Sep	1.122	33.6	0.52	1.4	6.27	16.9	2.4	22.1	0.0	-6.3	86.0	136.4
Total		380	51.2	136.0	62.8	169.2	28.2	227.6	0.0	93.1		
Avg Dry Weather Flow	1.041											

Water Balance Assumptions

Pond 1 is full at beginning of wet season

Wastewater Generation Rate	85	gpcd
Population	12,243	people
Existing Pond Surface Area	32.5	acres
New Pond Surface Area	51	acres
Existing Storage	288	acre-ft
New Storage Required	395	acre-ft
Orchard Irrigation Area	200	acres
Spray Field Irrigation	0	MG

Alternative 2A Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.992	30.8	2.34	3.9	4.43	7.4	8.0	15.6	0.0	3.6	0.0	157.3
Nov	1.148	34.4	6.12	10.3	2.31	3.9	8.0	8.2	0.0	24.7	24.7	132.6
Dec	1.079	33.5	10.08	16.9	1.71	2.9	8.0	0.0	0.0	39.5	64.2	93.1
Jan	0.974	30.2	11.48	19.2	1.71	2.9	8.0	0.0	0.0	38.6	102.8	54.5
Feb	1.115	31.2	9.30	15.6	2.46	4.1	8.0	0.0	0.0	34.7	137.5	19.8
Mar	1.056	32.7	6.64	11.1	4.09	6.9	8.0	12.2	0.0	16.8	154.3	3.0
Apr	1.059	31.8	3.02	5.1	5.61	9.4	8.0	16.8	0.0	2.7	157.1	0.3
May	1.024	31.8	1.23	2.1	7.50	12.6	8.0	22.4	0.0	-9.1	147.9	9.4
Jun	0.967	29.0	0.33	0.6	8.58	14.4	8.0	41.9	0.0	-34.7	113.2	44.1
Jul	1.022	31.7	0.05	0.1	9.55	16.0	8.0	45.7	0.0	-38.9	74.3	83.0
Aug	0.950	29.4	0.09	0.2	8.53	14.3	8.0	41.7	0.0	-34.4	39.9	117.4
Sep	1.122	33.6	0.52	0.9	6.27	10.5	8.0	22.1	0.0	-6.1	33.8	123.5
Total		380	51.2	85.8	62.8	105.2	95.7	227.6	0.0	37.5		
Avg Dry Weather Flow	1.041											

Water Balance Assumptions

Pond 1 is empty at beginning of wet season

Wastewater Generation Rate	85	gpcd
Population	12,243	people
Existing Pond Surface Area	43.3	acres
New Pond Surface Area	13.4	acres
Existing Storage	380	acre-ft
New Storage Required	103	acre-ft
Orchard Irrigation Area	200	acres
Spray Field Irrigation	0	MG

Alternative 2B Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.992	30.8	2.34	5.2	4.43	9.9	2.0	15.6	0.0	8.5	0.0	209.6
Nov	1.148	34.4	6.12	13.7	2.31	5.2	2.0	8.2	0.0	32.8	32.8	176.7
Dec	1.079	33.5	10.08	22.5	1.71	3.8	2.0	0.0	0.0	50.2	83.1	126.5
Jan	0.974	30.2	11.48	25.6	1.71	3.8	2.0	0.0	0.0	50.1	133.1	76.5
Feb	1.115	31.2	9.30	20.8	2.46	5.5	2.0	0.0	0.0	44.5	177.6	31.9
Mar	1.056	32.7	6.64	14.8	4.09	9.1	2.0	12.2	0.0	24.2	201.9	7.7
Apr	1.059	31.8	3.02	6.8	5.61	12.5	2.0	16.8	0.0	7.3	209.2	0.4
May	1.024	31.8	1.23	2.7	7.50	16.8	2.0	22.4	0.0	-6.6	202.5	7.0
Jun	0.967	29.0	0.33	0.7	8.58	19.2	2.0	41.9	0.0	-33.3	169.2	40.3
Jul	1.022	31.7	0.05	0.1	9.55	21.3	2.0	46.7	0.0	-38.2	131.0	78.5
Aug	0.950	29.4	0.09	0.2	8.53	19.1	2.0	41.7	0.0	-33.1	98.0	111.6
Sep	1.122	33.6	0.52	1.2	6.27	14.0	2.0	22.1	0.0	-3.3	94.7	114.9
Total		380	51.2	114.4	62.8	140.2	23.5	227.6	0.0	103.2		
Avg Dry Weather Flow	1.041											

Water Balance Assumptions

Pond 1 is empty at beginning of wet season

Wastewater Generation Rate	85	gpcd
Population	12,243	people
Existing Pond Surface Area	43.3	acres
New Pond Surface Area	34	acres
Existing Storage	380	acre-ft
New Storage Required	263	acre-ft
Orchard Irrigation Area	200	acres
Spray Field Irrigation	0	MG

Alternative 3A Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.992	30.8	2.34	3.8	4.43	7.2	1.7	31.3	0.0	-5.6	0.0	165.4
Nov	1.148	34.4	6.12	9.9	2.31	3.8	1.7	16.3	0.0	22.6	22.6	142.7
Dec	1.079	33.5	10.08	16.4	1.71	2.8	1.7	0.0	0.0	45.3	68.0	97.4
Jan	0.974	30.2	11.48	18.6	1.71	2.8	1.7	0.0	0.0	44.3	112.3	53.1
Feb	1.115	31.2	9.30	15.1	2.46	4.0	1.7	0.0	0.0	40.6	152.9	12.5
Mar	1.056	32.7	6.64	10.8	4.09	6.6	1.7	24.4	0.0	10.7	163.6	1.7
Apr	1.059	31.8	3.02	4.9	5.61	9.1	1.7	33.5	0.0	-7.6	156.0	9.4
May	1.024	31.8	1.23	2.0	7.50	12.2	1.7	44.8	0.0	-24.9	131.0	34.3
Jun	0.967	29.0	0.33	0.5	8.58	13.9	1.7	83.9	0.0	-70.0	61.1	104.3
Jul	1.022	31.7	0.05	0.1	9.55	15.5	1.7	93.3	0.0	-78.8	-17.7	183.1
Aug	0.950	29.4	0.09	0.2	8.53	13.8	1.7	83.4	0.0	-69.3	-87.1	252.4
Sep	1.122	33.6	0.52	0.8	6.27	10.2	1.7	44.3	0.0	-21.7	-108.7	274.1
Total		380	51.2	83.1	62.8	101.9	20.5	455.2	0.0	-114.4		
Avg Dry Weather Flow	1.041											

Water Balance Assumptions

Pond 1 is empty at beginning of wet season

Wastewater Generation Rate	85	gpcd
Population	12,243	people
Existing Pond Surface Area	43.3	acres
New Pond Surface Area	16	acres
Existing Storage	380	acre-ft
New Storage Required	127	acre-ft
Orchard Irrigation Area	400	acres
Spray Field Irrigation	0	MG

APPENDIX C

Cost Estimate Tables

Alternative 1A Phase 1 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Storage Pond 5				
Stripping	46,800	CY	$4.75	$222,500
Excavation	234,000	CY	$4.75	$1,112,600
Compaction	234,000	CY	$1.09	$254,300
Lining	549,000	SF	$2.04	$1,118,800
Subtotal				$2,708,200
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$262,836	$262,800
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	2	ea	$27,171	$54,300
Flow Meter	1	ea	$4,755	$4,800
Electrical	1	ea	$16,302	$16,300
Subtotal				$351,800
Road - 16 ft Type B				
Grading	3,500	LF	$1.09	$3,800
Material	3,500	LF	$7.61	$26,600
Subtotal				$30,400
Fencing				
Chain link	3,600	LF	$10.94	$39,400
Subtotal				$39,400
Construction Subtotal				$3,130,000
Tax on Materials				$117,000
General Cost @ 10%				$325,000
Estimating Contingency @ 15%				$487,000
Construction Total				$4,059,000
Engineering, Management, and Contingency @ 40%				$1,624,000
Project Total				$5,683,000

Alternative 1A Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
15-hp Aerator	2	ea	$54,341	$108,700
Electrical	6	ea	$11,548	$69,300
Subtotal				$471,400
Stage 2 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
Electrical	4	ea	$11,548	$46,200
Subtotal				$339,600
Storage Pond 6				
Stripping	46,800	CY	$4.75	$222,500
Excavation	234,000	CY	$4.75	$1,112,600
Compaction	234,000	CY	$1.09	$254,300
Lining	549,000	SF	$2.04	$1,118,800
Subtotal				$2,708,200
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	1	ea	$27,171	$27,200
Subtotal				$40,800
Road - 16 ft Type B				
Grading	2,350	LF	$1.09	$2,600
Material	2,350	LF	$7.61	$17,900
Subtotal				$20,500
Fencing				
Chain link	2,350	LF	$10.94	$25,700
Subtotal				$25,700
Construction Subtotal				$3,606,000
Tax on Materials				$135,000
General Cost @ 10%				$374,000
Estimating Contingency @ 15%				$561,000
Construction Total				$4,676,000
Engineering, Management, and Contingency @ 40%				$1,870,000
Project Total				$6,546,000

Alternative 1B Phase 1 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Existing Pond 3 Retrofit Lining				
Bentonite	470	tons	$272	$127,700
Installation	3	day	$13,585	$40,800
Subtotal				$168,500
Existing Pond 4 Retrofit Lining				
Lining	480,000	ea	$2.04	$978,100
Rip rap movement	1	LS	$67,927	$67,900
Subtotal				$1,046,000
Storage Pond 5				
Stripping	53,400	CY	$4.75	$253,900
Excavation	267,000	CY	$4.75	$1,269,600
Compaction	267,000	CY	$1.09	$290,200
Lining	630,000	SF	$2.04	$1,283,800
Subtotal				$3,097,500
Storage Pond 6				
Stripping	53,400	CY	$4.75	$253,900
Excavation	267,000	CY	$4.75	$1,269,600
Compaction	267,000	CY	$1.09	$290,200
Lining	630,000	SF	$2.04	$1,283,800
Subtotal				$3,097,500
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$262,836	$262,800
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	2	ea	$27,171	$54,300
Flow Meter	1	ea	$4,755	$4,800
Electrical	1	ea	$16,302	$16,300
Subtotal				$351,800
Road - 16 ft Type B				
Grading	6,200	LF	$1.09	$6,700
Material	6,200	LF	$7.61	$47,200
Subtotal				$53,900
Fencing				
Chain link	3,800	LF	$10.94	$41,600
Subtotal				$41,600
Construction Subtotal				$7,857,000
Tax on Materials				$295,000
General Cost @ 10%				$815,000
Estimating Contingency @ 15%				$1,223,000
Construction Total				$10,190,000
Engineering, Management, and Contingency @ 40%				$4,076,000
Project Total				$14,266,000

Alternative 1B Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
15-hp Aerator	2	ea	$54,341	$108,700
Electrical	6	ea	$11,548	$69,300
Subtotal				$471,400
Stage 2 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
Electrical	4	ea	$11,548	$46,200
Subtotal				$339,600
Existing Pond 1 Retrofit Lining				
Bentonite	830	tons	$272	$225,500
Installation	3	day	$13,585	$40,800
Subtotal				$266,300
Existing Pond 2 Retrofit Lining				
Bentonite	800	tons	$272	$217,400
Installation	3	day	$13,585	$40,800
Subtotal				$258,200
Storage Pond 7				
Stripping	53,400	CY	$4.75	$253,900
Excavation	267,000	CY	$4.75	$1,269,600
Compaction	267,000	CY	$1.09	$290,200
Lining	630,000	SF	$2.04	$1,283,800
Subtotal				$3,097,500
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	1	ea	$27,171	$27,200
Subtotal				$40,800
Road - 16 ft Type B				
Grading	3,750	LF	$1.09	$4,100
Material	3,750	LF	$7.61	$28,500
Subtotal				$32,600
Fencing				
Chain link	3,800	LF	$10.94	$41,600
Subtotal				$41,600
Construction Subtotal				$2,734,000
Tax on Materials				$103,000
General Cost @ 10%				$284,000
Estimating Contingency @ 15%				$426,000
Construction Total				$3,547,000
Engineering, Management, and Contingency @ 40%				$1,419,000
Project Total				$4,966,000

Alternative 2A Phase 1 Construction Cost Estimate

Transfer/Recycle Water Pumping Station				
Structural	1	ea	$262,836	$262,800
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	2	ea	$27,171	$54,300
Flow Meter	1	ea	$4,755	$4,800
Electrical	1	ea	$16,302	$16,300
Subtotal				$351,800
Construction Subtotal				$352,000
Tax on Materials				$13,000
General Cost @ 10%				$37,000
Estimating Contingency @ 15%				$55,000
Construction Total				$457,000
Engineering, Management, and Contingency @ 40%				$183,000
Project Total				$640,000

Alternative 2A Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
15-hp Aerator	2	ea	$54,341	$108,700
Electrical	6	ea	$11,548	$69,300
Subtotal				$471,400
Stage 2 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
Electrical	4	ea	$11,548	$46,200
Subtotal				$339,600
Storage Pond 5				
Stripping	41,800	CY	$4.75	$198,800
Excavation	209,000	CY	$4.75	$993,800
Compaction	209,000	CY	$1.09	$227,100
Lining	488,000	SF	$2.04	$994,400
Subtotal				$2,414,100
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	1	ea	$27,171	$27,200
Subtotal				$40,800
Road - 16 ft Type B				
Grading	3,350	LF	$1.09	$3,600
Material	3,350	LF	$7.61	$25,500
Subtotal				$29,100
Fencing				
Chain link	3,400	LF	$10.94	$37,200
Subtotal				$37,200
Construction Subtotal				$3,332,000
Tax on Materials				$125,000
General Cost @ 10%				$346,000
Estimating Contingency @ 15%				$519,000
Construction Total				$4,322,000
Engineering, Management, and Contingency @ 40%				$1,729,000
Project Total				$6,051,000

Alternative 2B Phase 1 Construction Cost Estimate

Existing Pond 3 Retrofit Lining				
Bentonite	470	tons	$272	$127,700
Installation	3	day	$13,585	$40,800
Subtotal				$168,500
Existing Pond 4 Retrofit Lining				
Lining	480,000	ea	$2.04	$978,100
Rip rap movement	1	LS	$67,927	$67,900
Subtotal				$1,046,000
Storage Pond 5				
Stripping	53,400	CY	$4.75	$253,900
Excavation	267,000	CY	$4.75	$1,269,600
Compaction	267,000	CY	$1.09	$290,200
Lining	630,000	SF	$2.04	$1,283,800
Subtotal				$3,097,500
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$262,836	$262,800
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	2	ea	$27,171	$54,300
Flow Meter	1	ea	$4,755	$4,800
Electrical	1	ea	$16,302	$16,300
Subtotal				$351,800
Road - 16 ft Type B				
Grading	3,750	LF	$1.09	$4,100
Material	3,750	LF	$7.61	$28,500
Subtotal				$32,600
Fencing				
Chain link	3,800	LF	$10.94	$41,600
Subtotal				$41,600
Construction Subtotal				$4,738,000
Tax on Materials				$178,000
General Cost @ 10%				$492,000
Estimating Contingency @ 15%				$737,000
Construction Total				$6,145,000
Engineering, Management, and Contingency @ 40%				$2,458,000
Project Total				$8,603,000

Alternative 2B Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
15-hp Aerator	2	ea	$54,341	$108,700
Electrical	6	ea	$11,548	$69,300
Subtotal				$471,400
Stage 2 Aerated Ponds				
25-hp Aerator	4	ea	$73,361	$293,400
Electrical	4	ea	$11,548	$46,200
Subtotal				$339,600
Existing Pond 1 Retrofit Lining				
Bentonite	830	tons	$272	$225,500
Installation	3	day	$13,585	$40,800
Subtotal				$266,300
Existing Pond 2 Retrofit Lining				
Bentonite	800	tons	$272	$217,400
Installation	3	day	$13,585	$40,800
Subtotal				$258,200
Storage Pond 6				
Stripping	53,400	CY	$4.75	$253,900
Excavation	267,000	CY	$4.75	$1,269,600
Compaction	267,000	CY	$1.09	$290,200
Lining	630,000	SF	$2.04	$1,283,800
Subtotal				$3,097,500
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	1	ea	$27,171	$27,200
Subtotal				$40,800
Road - 16 ft Type B				
Grading	2,500	LF	$1.09	$2,700
Material	2,500	LF	$7.61	$19,000
Subtotal				$21,700
Fencing				
Chain link	2,500	LF	$10.94	$27,300
Subtotal				$27,300
Construction Subtotal				$4,523,000
Tax on Materials				$170,000
General Cost @ 10%				$469,000
Estimating Contingency @ 15%				$704,000
Construction Total				$5,866,000
Engineering, Management, and Contingency @ 40%				$2,346,000
Project Total				$8,212,000

Alternative 2B Phase 1 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Existing Pond 3 Retrofit Lining				
Bentonite	470	tons	$272	$127,700
Installation	3	day	$13,585	$40,800
Subtotal				$168,500
Existing Pond 4 Retrofit Lining				
Lining	480,000	ea	$2.04	$978,100
Rip rap movement	1	LS	$67,927	$67,900
Subtotal				$1,046,000
Treatment System				
Headworks	1	ea	$452,000	$452,000
MBR System	1	ea	$5,423,000	$5,423,000
UV Light Disinfection	1	ea	$688,000	$688,000
Biosolids Handling	1	ea	$2,377,000	$2,377,000
Yard Piping	1	ea	$323,000	$323,000
Auxiliary Power	1	ea	$367,000	$367,000
Site Work @ 5%	1	ea	$482,000	$482,000
Electrical & Instrumentation @ 15%	1	ea	$1,445,000	$1,445,000
Subtotal				$11,557,000
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$262,836	$262,800
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	2	ea	$27,171	$54,300
Flow Meter	1	ea	$4,755	$4,800
Electrical	1	ea	$16,302	$16,300
Subtotal				$351,800
Construction Subtotal				$13,123,000
Tax on Materials				$492,000
General Cost @ 10%				$1,362,000
Estimating Contingency @ 15%				$2,042,000
Construction Total				$17,019,000
Engineering, Management, and Contingency @ 40%				$6,808,000
Project Total				$23,827,000

Alternative 3A Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Existing Pond 1 Retrofit Lining				
Bentonite	830	tons	$272	$225,500
Installation	3	day	$13,585	$40,800
Subtotal				$266,300
Existing Pond 2 Retrofit Lining				
Bentonite	800	tons	$272	$217,400
Installation	3	day	$13,585	$40,800
Subtotal				$258,200
Storage Pond 5				
Stripping	51,800	CY	$4.50	$233,100
Excavation	259,000	CY	$4.50	$1,165,500
Compaction	259,000	CY	$1.03	$266,800
Lining	610,000	5F	$1.93	$1,177,300
Subtotal				$2,842,700
Equalization Basin				
Excavation	1,000	CY	$13.59	$13,600
Lining	61,600	5F	$2.04	$125,500
Site Work @ 5%	1	ea	$6,955	$7,000
Subtotal				$146,100
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$13,585	$13,600
Recycle Pump	1	ea	$27,171	$27,200
Subtotal				$40,800
Road - 16 ft Type B				
Grading	3,700	LF	$1.09	$4,000
Material	3,700	LF	$7.61	$28,100
Subtotal				$32,100
Fencing				
Chain link	3,750	LF	$10.94	$41,000
Subtotal				$41,000
Construction Subtotal				$3,627,000
Tax on Materials				$136,000
General Cost @ 10%				$376,000
Estimating Contingency @ 15%				$564,000
Construction Total				$4,703,000
Engineering, Management, and Contingency @ 40%				$1,881,000
Project Total				$6,584,000

Alternatives 1A, 1B, 2A, and 2B Annual Operations and Maintenance Cost Estimate

Item	Unit	Quantity	Unit Cost	Total Cost
Operation labor	hr	4160	$ 75	$ 310,800.00
Hypochlorite	lb	75000	$ 0.14	$ 10,200.00
Effluent pumping	kW-hr	990000	$ 0.14	$ 134,500.00
Effluent monitoring	LS	1	$ 13,600.00	$ 13,600.00
Miscellaneous energy	kW-hr	100000	$ 0.14	$ 13,600.00
Miscellaneous repair and replacement	LS	1	$ 27,200	$ 27,200.00
Total				$ 509,900.00
Present Worth @ 20 Years, 5%				$6,354,500.00

Alternative 3 Annual Operations and Maintenance Cost Estimate

Item	Unit	Quantity	Unit Cost	Total Cost
Operation labor	hr	6240	$ 75	$ 466,200.00
MBR Energy	kW-hr	1241000	$ 0.14	$ 168,600.00
Membrane replacement	LS	1	$ 59,800	$ 59,800.00
MBR chemicals/supplies	LS	1	$ 2,700	$ 2,700.00
Biosolids handling	LS	1	$ 108,700	$ 108,700.00
UV light system energy	kW-hr	168000	$ 0.14	$ 22,800.00
UV lamp replacement	LS	1	$ 10,900	$ 10,900.00
Monitoring	LS	1	$ 13,600	$ 13,600.00
Effluent pumping	kW-hr	990000	$ 0.14	$ 134,500.00
Miscellaneous energy	kW-hr	100000	$ 0.14	$ 13,600.00
Miscellaneous repair and replacement	LS	1	$ 27,200	$ 27,200.00
Total				$ 1,028,600.00
Present Worth @ 20 Years, 5%				$12,818,600.00

	Dec-06	Dec-16	
CCI	7751	10530	1.358534

CITY OF
WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	June 19, 2018
THROUGH:	John W. Donlevy, Jr., City Manager
FROM:	Shelly A. Gunby, Director of Financial Management
SUBJECT:	2018 Water and Sewer Rate Increase

RECOMMENDATION:

Staff recommends the City Council

1. Review proposed Water and Sewer Rates
2. Provide Direction to Staff regarding Proposition 218 Notices
3. Provide Direction to Staff regarding a Public Hearing on August 21, 2018 for increasing Water and Sewer Rates.

BACKGROUND:

A review of the last year and projections for the current year and the two budget years 2018-19 and 2019-20 show a need for revenue increases to meet the cost of operating the water and sewer systems and for meeting our Debt Service Coverage Ratios as required by the bond documents. The bond documents require that the City show revenues that meet all expenditures, plus 20% of the debt service for both the 2007 Water Revenue Bonds and the 2007 Sewer Revenue Bonds. For the last 3 completed fiscal years, the Water Fund has not generated sufficient revenues to meet the bond covenants. The Sewer Fund has only generated revenues sufficient to meet bond covenants the last 2 out of 3 years. The projections for the current 2017-2018 fiscal year indicate that neither fund will generate sufficient revenues to meet debt service coverage requirements.

The primary reason for the decrease in revenues is due to water conservation measures undertaken by the Citizens of the City of Winters in response to the State of California's mandatory 25% reduction in water use. Our water customers responded accordingly, reaching a 30% reduction in water use when compared to pre-drought (2013) levels. However, such conservation has significantly reduced water rate revenues below anticipated levels. More than 50% of revenues for

the Water Fund are based on the volumetric (commodity) portion of the water rate, which is comprised of both a fixed-fee based on the size of the water meter serving the property and a volumetric charge based upon the water used per month. The City's current rate structure is generally allocated as follows: 40% Fixed/60% Volumetric Rate Revenue.

Similarly, the Sewer Fund also had a reduction in revenues. Like the water rates, the City's sewer rate consists of a fixed monthly charge and a volumetric charge. Reduced water consumption has also resulted in reduced sewer revenues.

While the water and sewer use has declined, the cost of operating the water and sewer systems, including electricity, maintenance, permits and personnel to operate the system has not declined, leaving the two enterprise funds unable to meet the cost of current year operations from current year revenues. As a result, a rate increase is needed to partially offset the loss in volumetric water and sewer rate revenues resulting from conservation. The City is proposing an increase to the fixed monthly charges only with no change to the water and sewer volumetric charges. The proposed increases to the monthly fixed charges for the water and sewer rates are necessary to meet the Debt Service Coverage Ratios as required for the 2007 Water Revenue Bonds and the 2007 Sewer Revenue Bonds.

Staff has explored several options for adjusting the rates of both the Water and Sewer Systems. Both the water and sewer system have 3 Options for the Council to consider to address the revenue shortfalls.

WATER RATES

1. Option 1 is to increase rates to meet budgeted expenditures and debt service covenants. This option has the highest rate increase. The rates increase is proposed to be on the fixed portion of the water rate, therefore, it reduces some of the sensitivity to the fluctuation of water use should we go through another drought, with additional conservations measure implemented. The projected rates are shown in the table below.

As is Proposed Flat Rate for Water	Current	23% Increase Over Current 18-19	7.96% Increase Over 18-19 19-20
3/4" meter	$ 20.03	$ 24.64	$ 26.60
1" meter	$ 31.01	$ 38.14	$ 41.18
1 1/2" meter	$ 38.33	$ 47.15	$ 50.90
2" meter	$ 74.93	$ 92.16	$ 99.50
3"meter	$ 111.52	$ 137.17	$ 148.09
4' meter	$ 148.12	$ 182.19	$ 196.69
6" meter	$ 367.71	$ 452.28	$ 488.29

2. Option 2 is to refund (refinance) the outstanding bond debt at a lower interest rate, with the same maturity date as the current bonds, therefore creating smaller debt service numbers and smaller dollar amount debt service coverage.

   This option has the second highest rate increase. The rates increase is proposed to be on the fixed portion of the water rate, therefore, it reduces some of the sensitivity to the fluctuation of water use should we go through another drought, with additional conservations measure implemented. The projected rates are shown in the table below.

		17.66% Increase Over Current	8.43% Increase Over 18-19
As is Proposed Flat Rate for Water	Current	18-19	19-20
3/4" meter	$ 20.03	$ 23.57	$ 25.55
1" meter	$ 31.01	$ 36.49	$ 39.56
1 1/2" meter	$ 38.33	$ 45.10	$ 48.90
2" meter	$ 74.93	$ 88.16	$ 95.59
3"meter	$ 111.52	$ 131.21	$ 142.28
4' meter	$ 148.12	$ 174.28	$ 188.97
6" meter	$ 367.71	$ 432.65	$ 469.12

3. Option 3 is to refund (refinance) the outstanding bond at a lower interest rate and a longer maturity date, therefore creating smaller debt service and smaller dollar amount debt service coverage. The bonds would take longer to pay off than the current bonds.

   This option has the lowest rate increase. The rates increase is proposed to be on the fixed portion of the water rate, therefore, it reduces some of the sensitivity to the fluctuation of water use should we go through another drought, with additional conservations measure implemented. The projected rates are shown in the table below.

		6.85% Increase Over Current	9.3% Increase Over 18-19
As is Proposed Flat Rate for Water	Current	18-19	19-20
3/4" meter	$ 20.03	$ 21.40	$ 23.39
1" meter	$ 31.01	$ 33.13	$ 36.22
1 1/2" meter	$ 38.33	$ 40.96	$ 44.76
2" meter	$ 74.93	$ 80.06	$ 87.51
3"meter	$ 111.52	$ 119.16	$ 130.24
4' meter	$ 148.12	$ 158.27	$ 172.98
6" meter	$ 367.71	$ 392.90	$ 429.44

SEWER RATES

1. Option 1 is to increase rates to meet budgeted expenditures and debt service covenants.
   This has the highest increase. The increase is on the fixed portion of the sewer rate to remove fluctuations in the revenue due to changes in water consumption.

   The proposed increase for the sewer rate is an increase of $10.65 per month. This increase would be in effect for 2018-2019 and 2019-2020.

2. Option 2 is to refund (refinance) the outstanding bond debt at a lower interest rate, with the same maturity date as the current bonds, therefore creating smaller debt service numbers and smaller dollar amount debt service coverage.
   This has the second highest increase. The increase is on the fixed portion of the sewer rate to remove fluctuations in the revenue due to changes in water consumption.

   The proposed increase for the sewer rate is an increase of $9.40 per month. This increase would be in effect for 2018-2019 and 2019-2020.

3. Option 3 is to refund (refinance) the outstanding bond at a lower interest rate and a longer maturity date, therefore creating smaller debt service and smaller dollar amount debt service coverage. The bonds would take longer to pay off than the current bonds.
   This has the second highest increase. The increase is on the fixed portion of the sewer rate to remove fluctuations in the revenue due to changes in water consumption.

   The proposed increase for the sewer rate is an increase of $7.04 per month. This increase would be in effect for 2018-2019 and 2019-2020.

FISCAL IMPACT:
None with this action.

ATTACHMENTS:
Water and Sewer Rate Analysis Sheets
Example of Prop 218 Notice

OPTION 1:As budgeted with no changes in debt service

City of Winters
Sewer Rate Analysis 2018-2019 budget

Total Expenditures Before Debt Svc	$ 2,062,811.00
Debt Service	$ 288,064.00
Less Capital Items	(435,000.00)
add 20% for debt service Coverage (288,064 x 20%)	57,612.80
Revenue Requirements	$ 1,973,487.80
Proposing a $10.65 per month increase in the flat rate	
Current Collections (133791.98*12)	$ 1,605,503.76
SFR 1860*10.65*12	237,708.00
MFR 491*10.65*12	62,749.80
Com I 76*10.65*12	821.40
Com II 33*10.65*12	4,217.40
Industiral 1*10.65*12	127.80
Yolo Housing 124*10.65*12	1,332.60
School	127.80
Church	127.8
	$ 1,912,716.36
Variable Rate Revenue Average	61,225.68
Total Revenues Projected at new Rate	$ 1,973,942.04

City of Winters
Water Rate Analysis 2018-2019 Budget

Total Expenditures Before Debt Service	$ 1,243,597.00
Debt Service	$ 246,001.00
Less Capital Items	-
add 20% for debt service Coverage (246,001 x 20%)	49,200.20
Revenue Requirements	1,538,798.20
Proposing 23% increase in Rate	
Current Fixed Collections (47133.56 x12)	565,602.72
3/4"Meters (1860 *(20.03*.23)*12)	102,826.01
1" Meters (64*(31.01*.23)*12)	5,477.61
1 1/2 " Meters (28*(38.33*.23)*12)	3,554.88
2" Meters (52*(74.93*.23)*12)	12,905.32
3" Meter (3*(111.52*.23)*12)	923.39
4 " Meter (4*(148.12*.23)*12)	1,635.24
6" Meter (1*(367.71*.23)*12)	1,014.88
	$ 693,940.04
Average 432000 units per year(no changes)	846,720.00
Total Revenues projected at new rate	$ 1,540,660.04
Residential will increase by $4.61 per month for 18-19	

City of Winters
Water Rate Analysis 2019-2020 Budget

Total Expenditures Before Debt Service	$ 1,422,738.00
Debt Service	$ 246,969.00
Less Capital Items	(125,000.00)
add 20% for debt service Coverage (246,969 x 20%)	49,393.80
Revenue Requirements	1,594,100.80
Proposing 7.96% increase in Rate	
Current Fixed Collections (from prior year total)	693,940.04
3/4"Meters (1860 *(20.03*.0796)*12)	43,777.20
1" Meters (64*(31.01*.0796)*12)	2,331.60
1 1/2 " Meters (28*(38.33*.0796)*12)	1,261.06
2" Meters (52*(74.93*.0796)*12)	4,577.62
3" Meter (3*(111.52*.0796)*12)	393.07
4 " Meter (4*(148.12*.0796)*12)	696.11
6" Meter (1*(367.71*.0796)*12)	431.19
	$ 747,407.89
Average 432000 units per year(no changes)	846,720.00
Total Revenues projected at new rate	$ 1,594,127.89
Residential will increase by an additional $1.96 per month	

Residential Sewer Increase 2018-2019	10.65
Total Residential Increase for water 2018-2019	$ 4.61
Total Residential Increase for 2018-2019	$ 15.26
Additional increase in Water for 2019-2020	$ 1.96
Total Two year increase	$ 17.22

Option 1 Proposed Fixed Rate for Water	Current	23% Increase Over Current 18-19	7.96% Increase Over 18-19 19-20
3/4" meter	$ 20.03	$ 24.64	$ 26.60
1" meter	$ 31.01	$ 38.14	$ 41.18
1 1/2" meter	$ 38.33	$ 47.15	$ 50.90
2" meter	$ 74.93	$ 92.16	$ 99.50
3"meter	$ 111.52	$ 137.17	$ 148.09
4' meter	$ 148.12	$ 182.19	$ 196.69
6" meter	$ 367.71	$ 452.28	$ 488.29

OPTION 2: Refund Bonds with Lower Interest Rate

City of Winters
Sewer Rate Analysis 2018-2019

Total Expenditures	$ 2,063,216.00
Debt Service	$ 258,031.26
Less Capital Items	(435,000.00)
add 20% for debt service Coverage (258031.26 x 20%)	51,606.25
Revenue Requirements	$ 1,937,853.51

Proposing a $9.40 per month increase in the flat rate

Current Collections (133791.98*12)	$ 1,605,503.76
SFR 1860*9.40*12	209,808.00
MFR 491*9.40*12	55,384.80
Com I 76*9.4*12	726.40
Com II 33*9.4*12	3,722.40
Industiral 1*9.4*12	112.80
Yolo Housing 124*9.4*12	1,177.60
School	112.80
Church	112.80
	$ 1,876,661.36
Variable Rate Revenue Average	61,225.68
Total Revenues Projected at new Rate	$ 1,937,887.04

City of Winters
Water Rate Analysis 2018-2019

Total Expenditures	$ 1,243,603.30
Debt Service	$ 220,943.76
Less Capital Items	-
add 20% for debt service Coverage (220943.76x 20%)	44,188.75
Revenue Requirements	1,508,735.81

Proposing 17.66% increase in Rate

Current Fixed Collections (47133.56 x12)	565,602.72
3/4"Meters (1860 *(20.03*.1766)*12)	102,826.01
1" Meters (64*(31.01*.1766)*12)	5,477.61
1 1/2 " Meters (28*(38.33*.1766)*12)	3,554.88
2" Meters (52*(74.93*.1766)*12)	12,905.32
3" Meter (3*(111.52*.1766)*12)	923.39
4 " Meter (4*(148.12*.1766)*12)	1,635.24
6" Meter (1*(367.71*.1766)*12)	1,014.88
	$ 693,940.04
Average 432000 units per year at 1.96hcd	846,720.00
Total Revenues projected at new rate	$ 1,540,660.04

Residential will increase $3.54 per month for 18-19

City of Winters
Water Rate Analysis 2019-2020 Budget

Total Expenditures	$ 1,422,738.00
Debt Service	$ 220,943.76
Less Capital Items	(125,000.00)
add 20% for debt service Coverage (220943.76x 20%)	44,188.75
Revenue Requirements	1,562,870.51

Proposing 8.43 % increase in Rate

Current Fixed Collections (from prior year total)	693,940.04
3/4"Meters (1860 *(20.03*.0843)*12)	44,348.75
1" Meters (64*(31.01*.0843)*12)	2,362.45
1 1/2 " Meters (28*(38.33*.0843)*12)	1,277.45
2" Meters (52*(74.93*.0843)*12)	4,637.50
3" Meter (3*(111.52*.0843)*12)	398.20
4 " Meter (4*(148.12*.0843)*12)	705.21
6" Meter (1*(367.71*.0843)*12)	437.67
	$ 748,107.26
Average 432000 units per year @ $1.96hcd	846,720.00
Total Revenues projected at new rate	$ 1,594,827.26

Residential will increase by additional $1.99 per month

Residential Sewer Increase 2018-2019	9.40
Total Residential Increase for water 2018-2019	$ 3.54
Total Residential Increase for 2018-2019	$ 12.94
Additional increase in Water for 2019-2020	$ 1.99
Total Two year increase	$ 14.93

		23% Increase Over Current	7.96% Increase Over 18-19
Option 2 Proposed Fixed Rate for Water	Current	17.66% Increase Over Current 18-19	8.43% Increase Over 18-19 19-20
3/4" meter	$ 20.03	$ 23.57	$ 25.55
1" meter	$ 31.01	$ 36.49	$ 39.56
1 1/2" meter	$ 38.33	$ 45.10	$ 48.90
2" meter	$ 74.93	$ 88.16	$ 95.59
3"meter	$ 111.52	$ 131.21	$ 142.28
4' meter	$ 148.12	$ 174.28	$ 188.97
6" meter	$ 367.71	$ 432.65	$ 469.12

OPTION 3: Refund Bonds with Lower Interest Rate and Extend Maturity

City of Winters
Sewer Rate Analysis 2018-2019

Total Expenditures	$ 2,063,216.30
Debt Service	$ 200,991.26
Less Capital Items	(435,000.00)
add 20% for debt service Coverage (200991.26 x 20%)	40,198.25
Revenue Requirements	$ 1,869,405.81

Proposing a $7.04 per month increase in the flat rate

Current Collections (133791.98*12)	$ 1,605,503.76
SFR 1860*7.04*12	157,132.80
MFR 491*7.04*12	41,479.68
Com I 76*7.04*12	547.04
Com II 33*7.04*12	2,787.84
Industiral 1*7.04*12	84.48
Yolo Housing 124*7.04*12	884.96
School	84.48
Church	84.48
	$ 1,808,589.52
Variable Rate Revenue Average	61,225.68
Total Revenues Projected at new Rate	$ 1,869,815.20

City of Winters
Water Rate Analysis 2018-2019

Total Expenditures	$ 1,243,597.00
Debt Service	$ 171,782.50
Less Capital Items	-
add 20% for debt service Coverage (171782.50 x 20%)	34,356.50
Revenue Requirements	1,449,736.00

Proposing 6.85 %increase in Rate

Current Fixed Collections (47133.56 x12)	565,602.72
3/4"Meters (1860 *(20.03*.0685)*12)	30,624.27
1" Meters (64*(31.01*.0685)*12)	1,631.37
1 1/2 " Meters (28*(38.33*.0685)*12)	882.20
2" Meters (52*(74.93*.0685)*12)	3,202.81
3" Meter (3*(111.52*.0685)*12)	275.01
4 " Meter (4*(148.12*.0685)*12)	487.02
6" Meter (1*(367.71*.0685)*12)	302.26
	$ 603,007.66
Average 432000 units per year(no changes)	846,720.00
Total Revenues projected at new rate	$ 1,449,727.66

Residential will increase by $1.37 per month for 18-19

City of Winters
Water Rate Analysis 2019-2020 Budget

Total Expenditures	$ 1,422,642.00
Debt Service	$ 171,872.50
Less Capital Items	(125,000.00)
add 20% for debt service Coverage (171782.50x 20%)	34,356.50
Revenue Requirements	1,503,871.00

Proposing 9.3 % increase in Rate

Current Fixed Collections (from prior year total)	603,007.66
3/4"Meters (1860 *(20.03*.093)*12)	44,421.26
1" Meters (64*(31.01*.093)*12)	2,366.28
1 1/2 " Meters (28*(38.33*.093)*12)	1,279.92
2" Meters (52*(74.93*.093)*12)	4,646.04
3" Meter (3*(111.52*.093)*12)	395.60
4 " Meter (4*(148.12*.093)*12)	706.52
6" Meter (1*(367.71*.093)*12)	438.48
	$ 657,261.75
Average 432000 units per year(no changes)	846,720.00
Total Revenues projected at new rate	$ 1,503,981.75

Residential will increase $1.99 per month

Residential Sewer Increase 2018-2019	7.04
Total Residential Increase for water 2018-2019	$ 1.37
Total Residential Increase for 2018-2019	$ 8.41
Additional increase in Water for 2019-2020	$ 1.99
Total Two year increase	$ 10.40

		23% Increase Over Current	7.96% Increase Over 18-19
Option 3 Proposed Fixed Rate for Water	Current	6.85% Increase Over Current 18-19	9.3% Increase Over 18-19 19-20
3/4" meter	$ 20.03	$ 21.40	$ 23.39
1" meter	$ 31.01	$ 33.13	$ 36.22
1 1/2" meter	$ 38.33	$ 40.96	$ 44.76
2" meter	$ 74.93	$ 80.06	$ 87.51
3"meter	$ 111.52	$ 119.16	$ 130.24
4' meter	$ 148.12	$ 158.27	$ 172.98
6" meter	$ 367.71	$ 392.90	$ 429.44

Notice of Public Hearing About Proposed Rate Increases for City Wastewater and Water Services

Attend the Public Hearing
Tuesday August 21, 2018
Meeting begins at 6:30 pm
City of Winters
Council Chambers
318 First St
Winters, CA 95695

The Meeting Agenda will be available on August 14, 2018

Rates Update

The City of Winters will hold a public hearing on **August 21, 2018**, at **6:30 p.m.**, in the City Council Chambers located at 318 First Street, Winters, CA, to consider proposed increases to the fixed monthly charge of the water and wastewater (sewer) rates. As discussed in greater detail in this notice and in the City's June 19, 2018 agenda report, available at http://www.cityofwinters.org/city-council-meetings/, the proposed rate increases are necessary to offset revenue losses as a result of reduced water demands that the City may meet and comply with debt-service requirements and debt service coverage ratios related to water and wastewater system improvements. These rate increases, if approved, will take effect on September 1, 2018, with a second increase effective July 1, 2019. This notice describes the reason for the new rates, how they were calculated, the amount of the proposed new rates, and how to file a protest.

Reason For the Proposed Water Rate Increases

The City provides the full range of water and sewer services, from the production and treatment of drinking water from wells throughout the city, maintenance and operation of the distribution system which delivers the water to you and then collection and treatment of the resulting wastewater. Our legal mandate is to complete this process in full compliance with local, state, and federal laws and regulations. Our goal is to meet all legal requirements while providing a dependable and high quality product to our customers.

With the recent drought and State mandated water conservation, the City has experienced declines in water demand, and, therefore reductions in water revenues. The City previously engaged NBS to perform an independent water and wastewater rate study ("Rate Study"), which was completed in October 2013 and last updated in June 2015, to evaluate the infrastructure needs, programs, and operations and maintenance costs of the City's water and wastewater services and the revenues necessary to recover the costs for those services for the next five years in light of reduced water consumption. The City must receive sufficient revenue to recover current and projected costs of operations and maintenance for the water system, fund capital infrastructure improvements needed to repair and update the City's aging infrastructure system, maintain the operational and financial stability of the utility, comply with State mandated regulatory requirements, meet and comply with annual debt service requirements and debt service coverage ratios, and avoid operational deficits and depletion of reserves.

With respect to debt service and coverage ratios, the City is required by its bond covenants for the outstanding 2007 Water Revenue Bonds to maintain a debt service coverage ratio of at least 1.20. Likewise, the City is required by its bond covenants for the outstanding 2007 Sewer Revenue Bonds to maintain a debt service coverage ratio of at least 1.20. The City must also maintain a debt reserve equal to the maximum annual debt service payment due on these outstanding bonds. Because water sales have been less than anticipated in the Rate Study, the City is not receiving sufficient revenue to meet these debt service and coverage ratio obligations. The adoption of new State legislation such as AB 1668 and SB 606, which will require the establishment of long-term urban water use efficiency standards and set a new, lower indoor residential use standard of 55 gallons per-person, per-day, water and wastewater rate revenues are not expected to increase sufficient amounts necessary to meet bond covenant obligations. . Without increasing revenues and adjusting current water rates, the City is expected to experience a cash flow deficit that will not meet bond covenant requirements for debt service and coverage, thus the need to increase rates. The City anticipates undertaking a full rate study update within the next year, but water and wastewater rates must be increased before then so that the City does not default on its bond obligations.

Basis Upon Which the Proposed Water & Wastewater Rates Were Calculated

Absent a rate increase, the City's water revenues are expected to fall approximately $96,413.09 short of total revenue requirements and the wastewater revenues are expected to fall approximately $271,124.07 short of total revenue requirements. The City has calculated the minimum rate increases necessary to raise water and wastewater revenues to meet debt service and debt coverage ratio obligations.

Water Rates

The City's water rates consist of a monthly fixed-charge and a volumetric charge based upon the amount of water used. **The City is proposing to increase the fixed charge only with no change in the current volumetric rates.** The monthly fixed charge is based on the size of the water meter (in inches) serving a property and is calculated to recover a portion of the water utility's annual fixed costs of providing water service, such as utilities, equipment, materials, billing, collections, customer service, meter reading, and meter maintenance. A comparison of the City's current fixed-charge and the proposed two-year schedule of fixed charge increases, effective July 1, 2018 and July 1, 2019, is provided in the table on the following page. Most single-family residential (SFR) customers have either a 3/4" or a 1" meter. Please check your current bill or contact the City regarding your property's meter size.

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City of Winters
Proposed Water Rates-Monthly

Fixed Monthly Charges	Current	2018-2019	2019-2020
3/4" Meter	$ 20.03	$ 23.57	$ 25.55
1" Meter	$ 31.01	$ 36.49	$ 39.56
1.5" Meter	$ 38.33	$ 45.10	$ 48.90
2" Meter	$ 74.93	$ 88.16	$ 95.59
3" Meter	$ 111.52	$ 131.21	$ 142.28
4" Meter	$ 148.12	$ 174.28	$ 188.97
6" Meter	$ 367.71	$ 432.65	$ 469.12
Consumption Rates All Usage per Hcf	$ 1.96	$ 1.96	$ 1.96

Wastewater (Sewer) Rates

The City's wastewater rates vary depending on customer class. For instance, SFR customers have a fixed-rate charge, plus a volumetric charge based upon winter water use. **The City is proposing to increase the fixed-charges for wastewater customers only with no change in the current volumetric (winter water use) charge.** The total increase per residence per month for SFR customers is $9.40 for September 1, 2018 through June 30, 2019. The impact of the proposed increase for all wastewater customers is as follows:

City of Winters
Proposed Fixed Sewer Charges-Monthly

Fixed Charges per Month	Current	2018-2019	2019-2020
Single Family Residential	$ 45.00	$ 54.40	$ 54.40
MultiFamily Residential per unit	$ 43.45	$ 52.85	$ 52.85
Church	$ 20.33	$ 29.73	$ 29.73
Municipal	$ 66.82	$ 76.22	$ 76.22
Commerical I	$ 25.00	$ 34.40	$ 34.40
Commercial II	$ 75.00	$ 84.40	$ 84.40
Industrial	$ 64.31	$ 73.71	$ 73.71
Public Schools	$ 782.71	$ 792.11	$ 792.11
Volumetric Charges			
Single Family Residential	$ 1.62	$ 1.62	$ 1.62
Church	$ 0.47	$ 0.47	$ 0.47
Muncipal	$ 0.62	$ 0.62	$ 0.62
Commercial I	$ 1.93	$ 1.93	$ 1.93
Commercial II	$ 3.44	$ 3.44	$ 3.44
Industrial	$ 3.44	$ 3.44	$ 3.44

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

COUNCIL MEMBERS
Harold Anderson
Jesse Loren
Pierre Neu

MAYOR
Wade Cowan

MAYOR PRO TEM
Bill Biasi

CITY CLERK
Nanci Mills

TREASURER
Michael Sebastian

CITY MANAGER
John W. Donlevy, Jr.

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PUBLIC HEARING & PROTEST PROCEDURES

At the August 21, 2018 public hearing, the City Council will accept and consider all written protests and hear and consider all oral comments to the proposed rate adjustments at the public hearing. However, oral comments at the public hearing will not qualify as formal protests unless accompanied by a written protest. Any property owner of a parcel upon which the water and wastewater service charges are proposed for imposition or any tenant directly liable for the payment of water and wastewater service charges (i.e., a water customer who is not a property owner) may submit a written protest to the proposed adjustments to the proposed rate adjustments described in this notice, but only one protest will be counted per identified parcel. A valid written protest must:

(1) state that the identified property owner or tenant is opposed to the proposed rate adjustments;
(2) provide the location of the identified parcel (by street address or assessor's parcel number (APN)); and
(3) include the name and signature of the property owner or tenant submitting the protest.

Written protests may be submitted by mail or in person to:

City Clerk, City of Winters
318 First Street
Winters, California 95695

The protests must be received prior to the close of the public hearing. Any protest submitted via e-mail or other electronic means will not be accepted.

Upon the conclusion of the public hearing, the City Council will consider adoption of the proposed changes to the rates for water and wastewater service charges as described in this notice. If written protests against the proposed rates are not presented by a majority of the property owners or tenants of the identified parcels subject to the water service charges, the City Council will be authorized to adopt the rate adjustments to the water and wastewater service charges, effective September 1, 2018 with a second increase effective July 1, 2019.

If you have any questions regarding this notice, please call the City at (530) 794-6704 between 8 a.m. and 5 p.m. Monday through Friday or visit the City's website at: http://www.cityofwinters.org/city-council-meetings/ to obtain the complete agenda report

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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: June 19, 2018

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

FROM: Shelly A. Gunby, Director of Financial Management

SUBJECT: Proposed 2018 Water and Sewer Revenue Refunding Bonds (Refunding of Series 2007 Water and Sewer Revenue Bonds)

RECOMMENDATION:

Staff recommends that the City Council by minute motion:

1. Authorize the preparation of documents necessary for the issuance of bonds to refund outstanding bonds issued in 2007 for water and sewer enterprise projects;

2. Approve the engagement of NHA Advisors LLC as the City's municipal advisor, and Richards, Watson & Gershon, A Professional Corporation, as bond counsel for the proposed refunding, and authorize the City Manager to execute contracts with consultants necessary to proceed with the preparation of documents required for the refunding; and

3. Authorize the City Manager to select an investment banking firm to serve as an underwriter or private placement agent for the refunding.

BACKGROUND:

The Winters Public Finance Authority issued its Water Revenue Bonds, Series 2007 and Sewer Revenue Bonds, Series 2007 ("2007 Water Bonds" and "2007 Sewer Bonds," respectively, and

collectively, the "2007 Bonds") on September 26, 2007. The original issuance amount of $8.305 million ($3.810 million Water, $4.495 million Sewer) has been amortized during the past ten and one-half years to $6.92 million outstanding ($3.175 million Water, $3.745 million Sewer). The 2007 Bonds carry interest rates ranging from 3.70% to 5.00%. The 2007 Bonds are currently callable, without penalty or premium, on any date by paying off the outstanding amount plus accrued interest.

Due to the low interest rates that can be secured in the municipal marketplace, the 2007 Bonds may be refinanced for attractive savings. Given this refinancing opportunity, as well as the City's ongoing financial review of its revenue sufficiency of its Water and Sewer Enterprise Funds to meet the operational and capital requirements to provide safe and effective services in the future, two options are being presented on how the City might execute such a refunding transaction. Alternatively, the City Council may opt to not refinance the 2007 Bonds at this time.

Option 1 – Do Not Refinance the Outstanding 2007 Bonds

The City Council may opt to not proceed with the refunding at this time.

Option 2 – Refinance the Outstanding Bonds Using Same Final Maturity (2037)

The difference between the two options presented as Option 2 and Option 3 is the length of the term of the new refunding bonds. Option 2 is a bond refinancing scenario under which the final maturity remains exactly the same as the 2007 Bonds – September 1, 2037.

Market rates as of June 8, 2018 indicate that the combined estimated savings from such a refunding for the Water and Sewer Enterprise Funds would be approximately $59,500 annually through September 1, 2037. Total net present value savings would be approximately $548,000.

The refinancing for the 2007 Water Bonds would (after all costs are accounted for) produce approximately $26,000 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Water Bonds is covered by the release of the cash-funded debt service reserve fund. The total estimated savings through September 1, 2037 would be approximately $244,000, which translates to a net present value savings of approximately $235,000 (7.6% of the refinanced amount).

The refinancing for the 2007 Sewer Bonds would (after all costs are accounted for) produce approximately $33,500 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Sewer Bonds is covered by the release of the cash-funded debt service reserve fund. The total estimated savings through September 1, 2037 is approximately $343,000, which translates to a net present value savings of approximately $313,000 (8.7% of the refinanced amount).

Option 3 – Refinance the Outstanding Bonds Using 30-year Maturity (2048)

The City may also consider Option 3, which extends the final maturity by eleven years. In that case, the new refunding bonds would have a term of thirty years (through September 1, 2048).

Market rates as of June 8, 2018 indicate that the combined savings for the Water and Sewer Enterprise Funds under Option 3 would be approximately $163,500 annually through September 1, 2037. There would be additional annual payments on the combined debt service of approximately $367,000 for eleven subsequent years. Total additional payments through the 2048 maturity would be approximately $4.03 million.

An Option 3 refinancing for the 2007 Water Bonds would (after all costs are accounted for) produce approximately $73,000 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Water Bonds is covered by the release of the cash-funded debt service reserve fund. From the twentieth year through finally maturity in 2048, the annual debt payment would be approximately $170,000. This equates to a total savings through September 1, 2037 of $1.15 million and a net present value of approximately $126,000 (4.1% of the refinanced amount). Due to the eleven extra repayment periods, there is a cumulative higher amount of payments (versus the original 2007 Water Bonds) of $710,000.

An Option 3 refinancing for the 2007 Sewer Bonds would (after all costs are accounted for) produce approximately $90,500 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Sewer Bonds was covered by a cash-funded debt service reserve fund. From the twentieth year through finally maturity in 2048, the annual debt payment would be approximately $197,000. This results in a total savings through September 1, 2037 of $1.42 million and a net present value of approximately $180,000 (5.0% of the refinanced amount). Similar to the Option 3 water scenario, there would be an overall higher amount of payments (versus the original 2007 Sewer Bonds) of $747,000 due to the extra eleven payment periods.

Process and Schedule to Implement Option 2 or Option 3

Upon direction by the City Council to proceed with either Option 2 or 3, the City will appoint key members of the financing team. Staff recommends that NHA Advisors be retained to provide municipal advisory services and Richards, Watson Gershon be retained to provide bond and disclosure counsel services. These two firms have recently worked with the City successfully implement the Successor Agency in 2017. Richards, Watson & Gershon served as bond and disclosure counsel for the 2007 water and sewer financings. Eric Scriven, who will serve as the lead contact at NHA Advisors, assisted the City with other financings before joining his current firm.

The refinancing process shall be integrated with the proposed water and sewer rate increase process. The Proposition 218 process will have to be completed prior to a bond sale and closing. It is currently anticipated that the Proposition 218 Protest Hearing will occur on August 21, 2018.

Staff expects to present substantial final draft documents for the bond refunding to the City Council approval at (or soon after) the August 21, 2018 City Council meeting. Based on this schedule, it is anticipated that the closing for the bond refunding will take place in late September 2018.

In the meantime, NHA Advisors will assist with the preparation of requests for qualification from investment banking firms to serve as the underwriter or private placement agent for the refunding bonds. Once an investment banking firm is selected, Staff will work with the financing team to determine which of the following will be utilized: (i) a public offering of the refunding bonds to the municipal bond marketplace, or (ii) a direct, private placement to one or more (but in any case a limited number of) qualified sophisticated investors. If a public offering is deemed to be the best option, the City will enter into a bond purchase agreement with the underwriter, for the underwriter to purchase the refunding bonds from the City for resale to investors. If a direct placement, the private placement agent will assist with the identification of potential private placement purchaser(s), and the City will enter into bond purchase agreement (or similar contract) with the eventual private placement purchaser(s). In any case, the bond purchase agreement will be presented to the City Council as one of the bond documents for approval before it is executed.

FISCAL IMPACT:

Both Option 2 and Option 3 provide additional revenue (in the form of debt service savings) to the Water and Sewer Enterprise Funds. These increased revenues will help the City reduce the necessary rate increases required to secure sufficient revenues for operations and capital expenditures.

ATTACHMENTS:

Exhibit A Estimated Wastewater and Water Refinancing Savings Cash flows (Option 2 - Same Maturity)

Exhibit B Estimated Wastewater and Water Refinancing Savings Cash Flows (Option 3 - Extended Maturity)

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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: June 19, 2018

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

FROM: Shelly A. Gunby, Director of Financial Management

SUBJECT: Proposed 2018 Water and Sewer Revenue Refunding Bonds (Refunding of Series 2007 Water and Sewer Revenue Bonds)

RECOMMENDATION:

Staff recommends that the City Council by minute motion:

1. Authorize the preparation of documents necessary for the issuance of bonds to refund outstanding bonds issued in 2007 for water and sewer enterprise projects;

2. Approve the engagement of NHA Advisors LLC as the City's municipal advisor, and Richards, Watson & Gershon, A Professional Corporation, as bond counsel for the proposed refunding, and authorize the City Manager to execute contracts with consultants necessary to proceed with the preparation of documents required for the refunding; and

3. Authorize the City Manager to select an investment banking firm to serve as an underwriter or private placement agent for the refunding.

BACKGROUND:

The Winters Public Finance Authority issued its Water Revenue Bonds, Series 2007 and Sewer Revenue Bonds, Series 2007 ("2007 Water Bonds" and "2007 Sewer Bonds," respectively, and

collectively, the "2007 Bonds") on September 26, 2007. The original issuance amount of $8.305 million ($3.810 million Water, $4.495 million Sewer) has been amortized during the past ten and one-half years to $6.92 million outstanding ($3.175 million Water, $3.745 million Sewer). The 2007 Bonds carry interest rates ranging from 3.70% to 5.00%. The 2007 Bonds are currently callable, without penalty or premium, on any date by paying off the outstanding amount plus accrued interest.

Due to the low interest rates that can be secured in the municipal marketplace, the 2007 Bonds may be refinanced for attractive savings. Given this refinancing opportunity, as well as the City's ongoing financial review of its revenue sufficiency of its Water and Sewer Enterprise Funds to meet the operational and capital requirements to provide safe and effective services in the future, two options are being presented on how the City might execute such a refunding transaction. Alternatively, the City Council may opt to not refinance the 2007 Bonds at this time.

Option 1 – Do Not Refinance the Outstanding 2007 Bonds

The City Council may opt to not proceed with the refunding at this time.

Option 2 – Refinance the Outstanding Bonds Using Same Final Maturity (2037)

The difference between the two options presented as Option 2 and Option 3 is the length of the term of the new refunding bonds. Option 2 is a bond refinancing scenario under which the final maturity remains exactly the same as the 2007 Bonds – September 1, 2037.

Market rates as of June 8, 2018 indicate that the combined estimated savings from such a refunding for the Water and Sewer Enterprise Funds would be approximately $59,500 annually through September 1, 2037. Total net present value savings would be approximately $548,000.

The refinancing for the 2007 Water Bonds would (after all costs are accounted for) produce approximately $26,000 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Water Bonds is covered by the release of the cash-funded debt service reserve fund. The total estimated savings through September 1, 2037 would be approximately $244,000, which translates to a net present value savings of approximately $235,000 (7.6% of the refinanced amount).

The refinancing for the 2007 Sewer Bonds would (after all costs are accounted for) produce approximately $33,500 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Sewer Bonds is covered by the release of the cash-funded debt service reserve fund. The total estimated savings through September 1, 2037 is approximately $343,000, which translates to a net present value savings of approximately $313,000 (8.7% of the refinanced amount).

Option 3 – Refinance the Outstanding Bonds Using 30-year Maturity (2048)

The City may also consider Option 3, which extends the final maturity by eleven years. In that case, the new refunding bonds would have a term of thirty years (through September 1, 2048).

Market rates as of June 8, 2018 indicate that the combined savings for the Water and Sewer Enterprise Funds under Option 3 would be approximately $163,500 annually through September 1, 2037. There would be additional annual payments on the combined debt service of approximately $367,000 for eleven subsequent years. Total additional payments through the 2048 maturity would be approximately $4.03 million.

An Option 3 refinancing for the 2007 Water Bonds would (after all costs are accounted for) produce approximately $73,000 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Water Bonds is covered by the release of the cash-funded debt service reserve fund. From the twentieth year through finally maturity in 2048, the annual debt payment would be approximately $170,000. This equates to a total savings through September 1, 2037 of $1.15 million and a net present value of approximately $126,000 (4.1% of the refinanced amount). Due to the eleven extra repayment periods, there is a cumulative higher amount of payments (versus the original 2007 Water Bonds) of $710,000.

An Option 3 refinancing for the 2007 Sewer Bonds would (after all costs are accounted for) produce approximately $90,500 of annual debt service savings during the next 18 years. There would be no savings in the nineteenth year since that debt service payment on the 2007 Sewer Bonds was covered by a cash-funded debt service reserve fund. From the twentieth year through finally maturity in 2048, the annual debt payment would be approximately $197,000. This results in a total savings through September 1, 2037 of $1.42 million and a net present value of approximately $180,000 (5.0% of the refinanced amount). Similar to the Option 3 water scenario, there would be an overall higher amount of payments (versus the original 2007 Sewer Bonds) of $747,000 due to the extra eleven payment periods.

Process and Schedule to Implement Option 2 or Option 3

Upon direction by the City Council to proceed with either Option 2 or 3, the City will appoint key members of the financing team. Staff recommends that NHA Advisors be retained to provide municipal advisory services and Richards, Watson Gershon be retained to provide bond and disclosure counsel services. These two firms have recently worked with the City successfully implement the Successor Agency in 2017. Richards, Watson & Gershon served as bond and disclosure counsel for the 2007 water and sewer financings. Eric Scriven, who will serve as the lead contact at NHA Advisors, assisted the City with other financings before joining his current firm.

The refinancing process shall be integrated with the proposed water and sewer rate increase process. The Proposition 218 process will have to be completed prior to a bond sale and closing. It is currently anticipated that the Proposition 218 Protest Hearing will occur on August 21, 2018.

Staff expects to present substantial final draft documents for the bond refunding to the City Council approval at (or soon after) the August 21, 2018 City Council meeting. Based on this schedule, it is anticipated that the closing for the bond refunding will take place in late September 2018.

In the meantime, NHA Advisors will assist with the preparation of requests for qualification from investment banking firms to serve as the underwriter or private placement agent for the refunding bonds. Once an investment banking firm is selected, Staff will work with the financing team to determine which of the following will be utilized: (i) a public offering of the refunding bonds to the municipal bond marketplace, or (ii) a direct, private placement to one or more (but in any case a limited number of) qualified sophisticated investors. If a public offering is deemed to be the best option, the City will enter into a bond purchase agreement with the underwriter, for the underwriter to purchase the refunding bonds from the City for resale to investors. If a direct placement, the private placement agent will assist with the identification of potential private placement purchaser(s), and the City will enter into bond purchase agreement (or similar contract) with the eventual private placement purchaser(s). In any case, the bond purchase agreement will be presented to the City Council as one of the bond documents for approval before it is executed.

FISCAL IMPACT:

Both Option 2 and Option 3 provide additional revenue (in the form of debt service savings) to the Water and Sewer Enterprise Funds. These increased revenues will help the City reduce the necessary rate increases required to secure sufficient revenues for operations and capital expenditures.

ATTACHMENTS:

Exhibit A Estimated Wastewater and Water Refinancing Savings Cash flows (Option 2 - Same Maturity)

Exhibit B Estimated Wastewater and Water Refinancing Savings Cash Flows (Option 3 - Extended Maturity)

City of Winters

Water and Sewer Bond Refinancing Summary

Exhibit A: Estimated Refinancing Savings

Refinancing Option 2: Uniform Refinancing (Same Final Maturity as 2007 Bonds)

Year	2007 Water Bonds Net Debt Service	2018 Water Bonds Net Debt Service	Savings	2007 Sewer Bonds Net Debt Service	2018 Sewer Bonds Net Debt Service	Savings
9/1/2019	245,316.68	217,368.53	27,948.15	286,017.50	253,690.35	32,327.15
9/1/2020	241,136.68	214,193.76	26,942.92	286,267.50	250,825.00	35,442.50
9/1/2021	241,736.68	215,743.76	25,992.92	286,067.50	251,775.00	34,292.50
9/1/2022	242,136.68	217,143.76	24,992.92	285,667.50	252,575.00	33,092.50
9/1/2023	242,216.68	217,143.76	25,072.92	289,927.50	256,775.00	33,152.50
9/1/2024	242,060.42	216,943.76	25,116.66	288,740.00	255,575.00	33,165.00
9/1/2025	241,535.42	216,543.76	24,991.66	287,152.50	254,175.00	32,977.50
9/1/2026	245,730.42	220,943.76	24,786.66	290,272.50	257,575.00	32,697.50
9/1/2027	244,495.42	219,943.76	24,551.66	286,772.50	255,575.00	31,197.50
9/1/2028	242,932.92	215,293.76	27,639.16	289,116.24	255,625.00	33,491.24
9/1/2029	245,570.42	220,643.76	24,926.66	290,328.74	255,075.00	35,253.74
9/1/2030	242,732.92	215,693.76	27,039.16	286,066.24	254,375.00	31,691.24
9/1/2031	244,657.92	220,537.50	24,120.42	286,566.24	253,281.26	33,284.98
9/1/2032	241,107.92	214,850.00	26,257.92	286,591.24	251,781.26	34,809.98
9/1/2033	242,320.42	214,162.50	28,157.92	286,141.24	250,118.76	36,022.48
9/1/2034	243,057.92	218,087.50	24,970.42	290,216.24	258,031.26	32,184.98
9/1/2035	243,320.42	216,437.50	26,882.92	288,578.74	255,156.26	33,422.48
9/1/2036	243,107.92	214,612.50	28,495.42	286,466.24	252,106.26	34,359.98
9/1/2037	(7,052.08)	217,612.50	(224,664.58)	(5,871.26)	253,881.26	(259,752.52)
Totals	4,368,121.78	4,123,899.89	244,221.89	5,171,084.90	4,827,971.67	343,113.23

$3,000,000

Winters Joint Powers Financing Authority

2018 Water Revenue Refunding

"A-" Underlying, Uniform Savings, Insurance (0.50%), 3% Surety

Sources & Uses

Dated 09/20/2018 | Delivered 09/20/2018

Sources Of Funds	
Par Amount of Bonds	$3,000,000.00
Transfers from Prior Issue DSR Funds	249,472.50
Reoffering Premium	46,544.50
Total Sources	**$3,296,017.00**

Uses Of Funds	
Deposit to Current Refunding Fund	3,084,389.59
Costs of Issuance	150,000.00
Total Underwriter's Discount (1.000%)	30,000.00
Gross Bond Insurance Premium (50.0 bp)	20,619.50
DSRF Surety	6,628.32
Rounding Amount	4,379.59
Total Uses	**$3,296,017.00**

$3,000,000

Winters Joint Powers Financing Authority

2018 Water Revenue Refunding

"A-" Underlying, Uniform Savings, Insurance (0.50%), 3% Surety

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
09/01/2019	217,368.53	217,368.53	245,316.68	27,948.15
09/01/2020	214,193.76	214,193.76	241,136.68	26,942.92
09/01/2021	215,743.76	215,743.76	241,736.68	25,992.92
09/01/2022	217,143.76	217,143.76	242,136.68	24,992.92
09/01/2023	217,143.76	217,143.76	242,216.68	25,072.92
09/01/2024	216,943.76	216,943.76	242,060.42	25,116.66
09/01/2025	216,543.76	216,543.76	241,535.42	24,991.66
09/01/2026	220,943.76	220,943.76	245,730.42	24,786.66
09/01/2027	219,943.76	219,943.76	244,495.42	24,551.66
09/01/2028	215,293.76	215,293.76	242,932.92	27,639.16
09/01/2029	220,643.76	220,643.76	245,570.42	24,926.66
09/01/2030	215,693.76	215,693.76	242,732.92	27,039.16
09/01/2031	220,537.50	220,537.50	244,657.92	24,120.42
09/01/2032	214,850.00	214,850.00	241,107.92	26,257.92
09/01/2033	214,162.50	214,162.50	242,320.42	28,157.92
09/01/2034	218,087.50	218,087.50	243,057.92	24,970.42
09/01/2035	216,437.50	216,437.50	243,320.42	26,882.92
09/01/2036	214,612.50	214,612.50	243,107.92	28,495.42
09/01/2037	217,612.50	217,612.50	(7,052.08)	(224,664.58)
Total	**$4,123,899.89**	**$4,123,899.89**	**$4,368,121.78**	**$244,221.89**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	415,584.38
Effects of changes in DSR investments	(185,227.25)
Net PV Cashflow Savings @ 3.353%(Bond Yield)	230,357.13
Contingency or Rounding Amount	4,379.59
Net Present Value Benefit	$234,736.72
Net PV Benefit / $3,070,000 Refunded Principal	7.646%
Net PV Benefit / $3,000,000 Refunding Principal	7.825%
Average Annual Cash Flow Savings	12,853.78

Refunding Bond Information

Refunding Dated Date	9/20/2018
Refunding Delivery Date	9/20/2018

$3,000,000

Winters Joint Powers Financing Authority

2018 Water Revenue Refunding

"A-" Underlying, Uniform Savings, Insurance (0.50%), 3% Surety

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2019	120,000.00	3.000%	97,368.53	217,368.53
09/01/2020	115,000.00	3.000%	99,193.76	214,193.76
09/01/2021	120,000.00	3.000%	95,743.76	215,743.76
09/01/2022	125,000.00	4.000%	92,143.76	217,143.76
09/01/2023	130,000.00	4.000%	87,143.76	217,143.76
09/01/2024	135,000.00	4.000%	81,943.76	216,943.76
09/01/2025	140,000.00	4.000%	76,543.76	216,543.76
09/01/2026	150,000.00	4.000%	70,943.76	220,943.76
09/01/2027	155,000.00	3.000%	64,943.76	219,943.76
09/01/2028	155,000.00	3.000%	60,293.76	215,293.76
09/01/2029	165,000.00	3.000%	55,643.76	220,643.76
09/01/2030	165,000.00	3.125%	50,693.76	215,693.76
09/01/2031	175,000.00	3.250%	45,537.50	220,537.50
09/01/2032	175,000.00	3.250%	39,850.00	214,850.00
09/01/2033	180,000.00	3.375%	34,162.50	214,162.50
09/01/2034	190,000.00	3.500%	28,087.50	218,087.50
09/01/2035	195,000.00	3.500%	21,437.50	216,437.50
09/01/2036	200,000.00	3.500%	14,612.50	214,612.50
09/01/2037	210,000.00	3.625%	7,612.50	217,612.50
Total	**$3,000,000.00**	-	**$1,123,899.89**	**$4,123,899.89**

Yield Statistics

Bond Year Dollars	$32,801.67
Average Life	10.934 Years
Average Coupon	3.4263500%
Net Interest Cost (NIC)	3.3759120%
True Interest Cost (TIC)	3.3633750%
Bond Yield for Arbitrage Purposes	3.3529286%
All Inclusive Cost (AIC)	4.0664736%

IRS Form 8038

Net Interest Cost	3.2742098%
Weighted Average Maturity	10.801 Years

Winters Joint Powers Financing Authority

2018 Sewer Revenue Refunding

"A-" Rating, Uniform Savings, Insurance (0.50%), 3% Surety

Sources & Uses

Dated 09/20/2018 | Delivered 09/20/2018

Sources Of Funds	
Par Amount of Bonds	$3,515,000.00
Transfers from Prior Issue DSR Funds	294,750.00
Reoffering Premium	51,307.35
Total Sources	**$3,861,057.35**

Uses Of Funds	
Deposit to Current Refunding Fund	3,642,159.59
Costs of Issuance	150,000.00
Total Underwriter's Discount (1.000%)	35,150.00
Gross Bond Insurance Premium (50.0 bp)	24,139.86
DSRF Surety	7,740.94
Rounding Amount	1,866.96
Total Uses	**$3,861,057.35**

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
09/01/2019	253,690.35	253,690.35	286,017.50	32,327.15
09/01/2020	250,825.00	250,825.00	286,267.50	35,442.50
09/01/2021	251,775.00	251,775.00	286,067.50	34,292.50
09/01/2022	252,575.00	252,575.00	285,667.50	33,092.50
09/01/2023	256,775.00	256,775.00	289,927.50	33,152.50
09/01/2024	255,575.00	255,575.00	288,740.00	33,165.00
09/01/2025	254,175.00	254,175.00	287,152.50	32,977.50
09/01/2026	257,575.00	257,575.00	290,272.50	32,697.50
09/01/2027	255,575.00	255,575.00	286,772.50	31,197.50
09/01/2028	255,625.00	255,625.00	289,116.24	33,491.24
09/01/2029	255,075.00	255,075.00	290,328.74	35,253.74
09/01/2030	254,375.00	254,375.00	286,066.24	31,691.24
09/01/2031	253,281.26	253,281.26	286,566.24	33,284.98
09/01/2032	251,781.26	251,781.26	286,591.24	34,809.98
09/01/2033	250,118.76	250,118.76	286,141.24	36,022.48
09/01/2034	258,031.26	258,031.26	290,216.24	32,184.98
09/01/2035	255,156.26	255,156.26	288,578.74	33,422.48
09/01/2036	252,106.26	252,106.26	286,466.24	34,359.98
09/01/2037	253,881.26	253,881.26	(5,871.26)	(259,752.52)
Total	**$4,827,971.67**	**$4,827,971.67**	**$5,171,084.90**	**$343,113.23**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	530,693.66
Effects of changes in DSR investments	(218,849.78)
Net PV Cashflow Savings @ 3.353%(Bond Yield)	311,843.89
Contingency or Rounding Amount	1,866.96
Net Present Value Benefit	$313,710.85
Net PV Benefit / $3,625,000 Refunded Principal	8.654%
Net PV Benefit / $3,515,000 Refunding Principal	8.925%
Average Annual Cash Flow Savings	18,058.59

Refunding Bond Information

Refunding Dated Date	9/20/2018
Refunding Delivery Date	9/20/2018

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2019	140,000.00	3.000%	113,690.35	253,690.35
09/01/2020	135,000.00	3.000%	115,825.00	250,825.00
09/01/2021	140,000.00	3.000%	111,775.00	251,775.00
09/01/2022	145,000.00	4.000%	107,575.00	252,575.00
09/01/2023	155,000.00	4.000%	101,775.00	256,775.00
09/01/2024	160,000.00	4.000%	95,575.00	255,575.00
09/01/2025	165,000.00	4.000%	89,175.00	254,175.00
09/01/2026	175,000.00	4.000%	82,575.00	257,575.00
09/01/2027	180,000.00	2.750%	75,575.00	255,575.00
09/01/2028	185,000.00	3.000%	70,625.00	255,625.00
09/01/2029	190,000.00	3.000%	65,075.00	255,075.00
09/01/2030	195,000.00	3.125%	59,375.00	254,375.00
09/01/2031	200,000.00	3.250%	53,281.26	253,281.26
09/01/2032	205,000.00	3.250%	46,781.26	251,781.26
09/01/2033	210,000.00	3.375%	40,118.76	250,118.76
09/01/2034	225,000.00	3.500%	33,031.26	258,031.26
09/01/2035	230,000.00	3.500%	25,156.26	255,156.26
09/01/2036	235,000.00	3.500%	17,106.26	252,106.26
09/01/2037	245,000.00	3.625%	8,881.26	253,881.26
Total	**$3,515,000.00**	-	**$1,312,971.67**	**$4,827,971.67**

Yield Statistics

Bond Year Dollars	$38,429.49
Average Life	10.933 Years
Average Coupon	3.4165736%
Net Interest Cost (NIC)	3.3745294%
True Interest Cost (TIC)	3.3633855%
Bond Yield for Arbitrage Purposes	3.3527890%
All Inclusive Cost (AIC)	3.9761049%

IRS Form 8038

Net Interest Cost	3.2753421%
Weighted Average Maturity	10.801 Years

City of Winters
Water and Sewer Bond Refinancing Summary
Exhibit B: Estimated Refinancing Savings
Refinancing Option 3: Uniform Refinancing with Extended Maturity through 2048

Year	2007 Water Bonds Net Debt Service	2018 Water Bonds Net Debt Service	Savings	2007 Sewer Bonds Net Debt Service	2018 Sewer Bonds Net Debt Service	Savings
9/1/2019	245,316.68	170,450.70	74,865.98	286,017.50	197,704.36	88,313.14
9/1/2020	241,136.68	169,376.26	71,760.42	286,267.50	197,291.26	88,976.24
9/1/2021	241,736.68	167,576.26	74,160.42	286,067.50	195,191.26	90,876.24
9/1/2022	242,136.68	170,776.26	71,360.42	285,667.50	198,091.26	87,576.24
9/1/2023	242,216.68	168,176.26	74,040.42	289,927.50	195,091.26	94,836.24
9/1/2024	242,060.42	170,576.26	71,484.16	288,740.00	197,091.26	91,648.74
9/1/2025	241,535.42	167,776.26	73,759.16	287,152.50	198,891.26	88,261.24
9/1/2026	245,730.42	169,976.26	75,754.16	290,272.50	195,491.26	94,781.24
9/1/2027	244,495.42	166,976.26	77,519.16	286,772.50	197,091.26	89,681.24
9/1/2028	242,932.92	169,726.26	73,206.66	289,116.24	199,616.26	89,499.98
9/1/2029	245,570.42	167,326.26	78,244.16	290,328.74	196,766.26	93,562.48
9/1/2030	242,732.92	169,926.26	72,806.66	286,066.24	198,916.26	87,149.98
9/1/2031	244,657.92	167,270.00	77,387.92	286,566.24	195,791.26	90,774.98
9/1/2032	241,107.92	169,507.50	71,600.42	286,591.24	197,541.26	89,049.98
9/1/2033	242,320.42	171,582.50	70,737.92	286,141.24	199,128.76	87,012.48
9/1/2034	243,057.92	168,376.26	74,681.66	290,216.24	195,416.26	94,799.98
9/1/2035	243,320.42	170,051.26	73,269.16	288,578.74	196,566.26	92,012.48
9/1/2036	243,107.92	171,551.26	71,556.66	286,466.24	197,541.26	88,924.98
9/1/2037	(7,052.08)	167,876.26	(174,928.34)	(5,871.26)	198,341.26	(204,212.52)
9/1/2038	-	169,070.00	(169,070.00)	-	198,810.00	(198,810.00)
9/1/2039	-	170,000.00	(170,000.00)	-	199,000.00	(199,000.00)
9/1/2040	-	170,400.00	(170,400.00)	-	198,600.00	(198,600.00)
9/1/2041	-	170,600.00	(170,600.00)	-	198,000.00	(198,000.00)
9/1/2042	-	170,600.00	(170,600.00)	-	197,200.00	(197,200.00)
9/1/2043	-	170,400.00	(170,400.00)	-	196,200.00	(196,200.00)
9/1/2044	-	170,000.00	(170,000.00)	-	195,000.00	(195,000.00)
9/1/2045	-	169,400.00	(169,400.00)	-	198,600.00	(198,600.00)
9/1/2046	-	168,600.00	(168,600.00)	-	196,800.00	(196,800.00)
9/1/2047	-	167,600.00	(167,600.00)	-	194,800.00	(194,800.00)
9/1/2048	-	166,400.00	(166,400.00)	-	197,600.00	(197,600.00)
Totals	4,368,121.78	5,077,924.60	(709,802.82)	5,171,084.90	5,918,169.54	(747,084.64)

$3,010,000

Winters Joint Powers Financing Authority

2018 Water Revenue Refunding

"A-" Underlying, Level DS, Insurance (0.50%), 3% Surety

Sources & Uses

Dated 09/20/2018 | Delivered 09/20/2018

Sources Of Funds	
Par Amount of Bonds	$3,010,000.00
Transfers from Prior Issue DSR Funds	249,472.50
Reoffering Premium	39,427.70
Total Sources	**$3,298,900.20**

Uses Of Funds	
Deposit to Current Refunding Fund	3,084,389.59
Costs of Issuance	150,000.00
Total Underwriter's Discount (1.000%)	30,100.00
Gross Bond Insurance Premium (50.0 bp)	25,389.62
DSRF Surety	5,147.48
Rounding Amount	3,873.51
Total Uses	**$3,298,900.20**

$3,010,000

Winters Joint Powers Financing Authority

2018 Water Revenue Refunding

"A-" Underlying, Level DS, Insurance (0.50%), 3% Surety

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
09/01/2019	170,450.70	170,450.70	245,316.68	74,865.98
09/01/2020	169,376.26	169,376.26	241,136.68	71,760.42
09/01/2021	167,576.26	167,576.26	241,736.68	74,160.42
09/01/2022	170,776.26	170,776.26	242,136.68	71,360.42
09/01/2023	168,176.26	168,176.26	242,216.68	74,040.42
09/01/2024	170,576.26	170,576.26	242,060.42	71,484.16
09/01/2025	167,776.26	167,776.26	241,535.42	73,759.16
09/01/2026	169,976.26	169,976.26	245,730.42	75,754.16
09/01/2027	166,976.26	166,976.26	244,495.42	77,519.16
09/01/2028	169,726.26	169,726.26	242,932.92	73,206.66
09/01/2029	167,326.26	167,326.26	245,570.42	78,244.16
09/01/2030	169,926.26	169,926.26	242,732.92	72,806.66
09/01/2031	167,270.00	167,270.00	244,657.92	77,387.92
09/01/2032	169,507.50	169,507.50	241,107.92	71,600.42
09/01/2033	171,582.50	171,582.50	242,320.42	70,737.92
09/01/2034	168,376.26	168,376.26	243,057.92	74,681.66
09/01/2035	170,051.26	170,051.26	243,320.42	73,269.16
09/01/2036	171,551.26	171,551.26	243,107.92	71,556.66
09/01/2037	167,876.26	167,876.26	(7,052.08)	(174,928.34)
09/01/2038	169,070.00	169,070.00	-	(169,070.00)
09/01/2039	170,000.00	170,000.00	-	(170,000.00)
09/01/2040	170,400.00	170,400.00	-	(170,400.00)
09/01/2041	170,600.00	170,600.00	-	(170,600.00)
09/01/2042	170,600.00	170,600.00	-	(170,600.00)
09/01/2043	170,400.00	170,400.00	-	(170,400.00)
09/01/2044	170,000.00	170,000.00	-	(170,000.00)
09/01/2045	169,400.00	169,400.00	-	(169,400.00)
09/01/2046	168,600.00	168,600.00	-	(168,600.00)
09/01/2047	167,600.00	167,600.00	-	(167,600.00)
09/01/2048	166,400.00	166,400.00	-	(166,400.00)
Total	**$5,077,924.60**	**$5,077,924.60**	**$4,368,121.78**	**(709,802.82)**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	296,469.36
Effects of changes in DSR investments	(173,678.47)
Net PV Cashflow Savings @ 3.763%(Bond Yield)	122,790.89
Contingency or Rounding Amount	3,873.51
Net Present Value Benefit	$126,664.40
Net PV Benefit / $3,070,000 Refunded Principal	4.126%
Net PV Benefit / $3,010,000 Refunding Principal	4.208%
Average Annual Cash Flow Savings	(23,660.09)

Refunding Bond Information

Refunding Dated Date	9/20/2018
Refunding Delivery Date	9/20/2018

$3,010,000

Winters Joint Powers Financing Authority

2018 Water Revenue Refunding

"A-" Underlying, Level DS, Insurance (0.50%), 3% Surety

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2019	65,000.00	3.000%	105,450.70	170,450.70
09/01/2020	60,000.00	3.000%	109,376.26	169,376.26
09/01/2021	60,000.00	3.000%	107,576.26	167,576.26
09/01/2022	65,000.00	4.000%	105,776.26	170,776.26
09/01/2023	65,000.00	4.000%	103,176.26	168,176.26
09/01/2024	70,000.00	4.000%	100,576.26	170,576.26
09/01/2025	70,000.00	4.000%	97,776.26	167,776.26
09/01/2026	75,000.00	4.000%	94,976.26	169,976.26
09/01/2027	75,000.00	3.000%	91,976.26	166,976.26
09/01/2028	80,000.00	3.000%	89,726.26	169,726.26
09/01/2029	80,000.00	3.000%	87,326.26	167,326.26
09/01/2030	85,000.00	3.125%	84,926.26	169,926.26
09/01/2031	85,000.00	3.250%	82,270.00	167,270.00
09/01/2032	90,000.00	3.250%	79,507.50	169,507.50
09/01/2033	95,000.00	3.375%	76,582.50	171,582.50
09/01/2034	95,000.00	3.500%	73,376.26	168,376.26
09/01/2035	100,000.00	3.500%	70,051.26	170,051.26
09/01/2036	105,000.00	3.500%	66,551.26	171,551.26
09/01/2037	105,000.00	3.625%	62,876.26	167,876.26
09/01/2038	110,000.00	3.700%	59,070.00	169,070.00
09/01/2039	115,000.00	4.000%	55,000.00	170,000.00
09/01/2040	120,000.00	4.000%	50,400.00	170,400.00
09/01/2041	125,000.00	4.000%	45,600.00	170,600.00
09/01/2042	130,000.00	4.000%	40,600.00	170,600.00
09/01/2043	135,000.00	4.000%	35,400.00	170,400.00
09/01/2044	140,000.00	4.000%	30,000.00	170,000.00
09/01/2045	145,000.00	4.000%	24,400.00	169,400.00
09/01/2046	150,000.00	4.000%	18,600.00	168,600.00
09/01/2047	155,000.00	4.000%	12,600.00	167,600.00
09/01/2048	160,000.00	4.000%	6,400.00	166,400.00
Total	**$3,010,000.00**	-	**$2,067,924.60**	**$5,077,924.60**

Yield Statistics

Bond Year Dollars	$54,246.14
Average Life	18.022 Years
Average Coupon	3.8121139%
Net Interest Cost (NIC)	3.7949188%
True Interest Cost (TIC)	3.7614991%
Bond Yield for Arbitrage Purposes	3.7626712%
All Inclusive Cost (AIC)	4.2683513%

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Net Interest Cost	3.7096513%
Weighted Average Maturity	17.932 Years

Winters Joint Powers Financing Authority

2018 SewerRevenue Refunding

30 Year, Level DS

"A-" Underlying, Insurance (0.50%), 3% Surety

Sources & Uses

Dated 09/20/2018 | Delivered 09/20/2018

Sources Of Funds	
Par Amount of Bonds	$3,510,000.00
Transfers from Prior Issue DSR Funds	294,750.00
Reoffering Premium	62,018.05
Total Sources	**$3,866,768.05**

Uses Of Funds	
Deposit to Current Refunding Fund	3,642,159.59
Costs of Issuance	150,000.00
Total Underwriter's Discount (1.000%)	35,100.00
Gross Bond Insurance Premium (50.0 bp)	29,590.85
DSRF Surety	5,988.49
Rounding Amount	3,929.12
Total Uses	**$3,866,768.05**

Winters Joint Powers Financing Authority

2018 SewerRevenue Refunding

30 Year, Level DS

"A-" Underlying, Insurance (0.50%), 3% Surety

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
09/01/2019	197,704.36	197,704.36	286,017.50	88,313.14
09/01/2020	197,291.26	197,291.26	286,267.50	88,976.24
09/01/2021	195,191.26	195,191.26	286,067.50	90,876.24
09/01/2022	198,091.26	198,091.26	285,667.50	87,576.24
09/01/2023	195,091.26	195,091.26	289,927.50	94,836.24
09/01/2024	197,091.26	197,091.26	288,740.00	91,648.74
09/01/2025	198,891.26	198,891.26	287,152.50	88,261.24
09/01/2026	195,491.26	195,491.26	290,272.50	94,781.24
09/01/2027	197,091.26	197,091.26	286,772.50	89,681.24
09/01/2028	199,616.26	199,616.26	289,116.24	89,499.98
09/01/2029	196,766.26	196,766.26	290,328.74	93,562.48
09/01/2030	198,916.26	198,916.26	286,066.24	87,149.98
09/01/2031	195,791.26	195,791.26	286,566.24	90,774.98
09/01/2032	197,541.26	197,541.26	286,591.24	89,049.98
09/01/2033	199,128.76	199,128.76	286,141.24	87,012.48
09/01/2034	195,416.26	195,416.26	290,216.24	94,799.98
09/01/2035	196,566.26	196,566.26	288,578.74	92,012.48
09/01/2036	197,541.26	197,541.26	286,466.24	88,924.98
09/01/2037	198,341.26	198,341.26	(5,871.26)	(204,212.52)
09/01/2038	198,810.00	198,810.00	-	(198,810.00)
09/01/2039	199,000.00	199,000.00	-	(199,000.00)
09/01/2040	198,600.00	198,600.00	-	(198,600.00)
09/01/2041	198,000.00	198,000.00	-	(198,000.00)
09/01/2042	197,200.00	197,200.00	-	(197,200.00)
09/01/2043	196,200.00	196,200.00	-	(196,200.00)
09/01/2044	195,000.00	195,000.00	-	(195,000.00)
09/01/2045	198,600.00	198,600.00	-	(198,600.00)
09/01/2046	196,800.00	196,800.00	-	(196,800.00)
09/01/2047	194,800.00	194,800.00	-	(194,800.00)
09/01/2048	197,600.00	197,600.00	-	(197,600.00)
Total	**$5,918,169.54**	**$5,918,169.54**	**$5,171,084.90**	**(747,084.64)**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	387,346.28
Effects of changes in DSR investments	(210,989.79)
Net PV Cashflow Savings @ 3.585%(Bond Yield)	176,356.49
Contingency or Rounding Amount	3,929.12
Net Present Value Benefit	$180,285.61
Net PV Benefit / $3,625,000 Refunded Principal	4.973%
Net PV Benefit / $3,510,000 Refunding Principal	5.136%
Average Annual Cash Flow Savings	(24,902.82)

Refunding Bond Information

Refunding Dated Date	9/20/2018
Refunding Delivery Date	9/20/2018

Winters Joint Powers Financing Authority

2018 SewerRevenue Refunding

30 Year, Level DS

"A-" Underlying, Insurance (0.50%), 3% Surety

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2019	75,000.00	3.000%	122,704.36	197,704.36
09/01/2020	70,000.00	3.000%	127,291.26	197,291.26
09/01/2021	70,000.00	3.000%	125,191.26	195,191.26
09/01/2022	75,000.00	4.000%	123,091.26	198,091.26
09/01/2023	75,000.00	4.000%	120,091.26	195,091.26
09/01/2024	80,000.00	4.000%	117,091.26	197,091.26
09/01/2025	85,000.00	4.000%	113,891.26	198,891.26
09/01/2026	85,000.00	4.000%	110,491.26	195,491.26
09/01/2027	90,000.00	2.750%	107,091.26	197,091.26
09/01/2028	95,000.00	3.000%	104,616.26	199,616.26
09/01/2029	95,000.00	3.000%	101,766.26	196,766.26
09/01/2030	100,000.00	3.125%	98,916.26	198,916.26
09/01/2031	100,000.00	3.250%	95,791.26	195,791.26
09/01/2032	105,000.00	3.250%	92,541.26	197,541.26
09/01/2033	110,000.00	3.375%	89,128.76	199,128.76
09/01/2034	110,000.00	3.500%	85,416.26	195,416.26
09/01/2035	115,000.00	3.500%	81,566.26	196,566.26
09/01/2036	120,000.00	3.500%	77,541.26	197,541.26
09/01/2037	125,000.00	3.625%	73,341.26	198,341.26
09/01/2038	130,000.00	3.700%	68,810.00	198,810.00
09/01/2039	135,000.00	4.000%	64,000.00	199,000.00
09/01/2040	140,000.00	4.000%	58,600.00	198,600.00
09/01/2041	145,000.00	4.000%	53,000.00	198,000.00
09/01/2042	150,000.00	4.000%	47,200.00	197,200.00
09/01/2043	155,000.00	4.000%	41,200.00	196,200.00
09/01/2044	160,000.00	4.000%	35,000.00	195,000.00
09/01/2045	170,000.00	4.000%	28,600.00	198,600.00
09/01/2046	175,000.00	4.000%	21,800.00	196,800.00
09/01/2047	180,000.00	4.000%	14,800.00	194,800.00
09/01/2048	190,000.00	4.000%	7,600.00	197,600.00
Total	**$3,510,000.00**	-	**$2,408,169.54**	**$5,918,169.54**

Yield Statistics

Bond Year Dollars	$63,239.75
Average Life	18.017 Years
Average Coupon	3.8079998%
Net Interest Cost (NIC)	3.7654347%
True Interest Cost (TIC)	3.7197488%
Bond Yield for Arbitrage Purposes	3.5850977%
All Inclusive Cost (AIC)	4.1607111%

IRS Form 8038

Net Interest Cost	3.6535467%
Weighted Average Maturity	17.977 Years

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: June 19 2018

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

FROM: Shelly A. Gunby, Director of Financial Management

SUBJECT: City of Winters 2018-2019 and 2019-2020 Budget

RECOMMENDATION:
City Council adopt Resolution 2018-23 A Resolution of the City of Winters Approving and Adopting a Budget of Estimated Expenditures for Fiscal Years 2018-2019 and 2019-2020.

BACKGROUND:
The City of Winters is required to adopt a budget each fiscal year. This budget is the fourth two year budget for the City of Winters. The two year budget expands our financial viewpoint and helps prepare for ongoing fiscal issues facing the City of Winters.

Staff has held budget planning meetings, budget review meetings and staff has held a public workshop with the City Council in the preparation of this budget. This budget includes some increases in revenues and expenditures in most areas throughout the budget. The General Fund has seen growth in revenues with the completion of several economic development projects throughout the City.. Additional revenue growth is anticipated with the expected completion and opening of both the downtown and freeway hotels, as well as the anticipation of the building of single family homes in the Callahan Estates and Stone's Throw subdivisions.

Although we have increased our revenues, we are still working on the structure of our financial position. The General Fund is projected to use fund balance for 2018-2019 ($30,754) and ($31,580) for 2019-2020. The housing and economic development projects should provide some on-going revenues , however, the City needs to look at the growth in pension and healthcare costs as we look to the future and fiscal sustainability.

The budget document is submitted under separate cover, although the signed resolution is not included in the copy that you have received.

FISCAL IMPACT:
The budget gives hiring and spending authority to staff for the Fiscal Years 2018-2019 and 2019-2020

Governmental Funds

2018-2020 Summary of Estimated Revenues, Expenses and Changes in Fund Bal

(For Budgetary Purposes Only)

	General Fund					Total Governmental Funds				
	2015-2016 Actual	2016-2017 Actual	2017-2018 Estimate	2019	2019-2020 Budget	2015-2016 Actual	2016-2017 Actual	2017-2018 Estimate	2018-2019 Budget	2019-2020 Budget
Financial Sources:										
Property Taxes	$ 785,701	$ 763,742	$ 768,329	$		$ 902,238	$ 967,414	$ 972,909	$ 1,005,425	$ 1,108,800
Property Tax in Lieu of VLF	514,507	540,840	590,774			514,507	540,840	590,774	620,313	651,328
Property Taxes in Lieu of Sales Tax	110,767	-	-			110,767	-	-	-	-
Sales and Use Taxes	530,365	598,426	683,808			530,365	598,426	683,808	709,589	729,444
Other Taxes	1,287,403	1,354,490	1,370,217	1		1,838,528	1,878,171	1,939,115	2,234,162	2,515,757
Service Charges	236,332	174,726	268,951			236,332	174,726	268,951	266,479	219,955
Fines and Penalties	-	-	-			18,547	17,602	6,120	6,600	6,600
Rents and Concessions	71,003	86,249	85,638			71,003	86,249	85,638	85,678	85,678
Interest	7,073	8,801	11,600	22	9,389	58,702	89,006	108,777	192,250	192,575
Licenses and Permits	417,647	283,390	235,536			417,647	283,390	235,536	631,679	550,274
Grants	1,051	(358)	10,600			2,004,879	801,649	1,317,816	271,980	271,980
Impact Fees	-	-	-	48	2,920,540	786,859	666,841	160,820	3,644,148	2,920,540
All other Revenues	946,650	763,970	900,817	64	337,281	1,662,962	1,605,524	1,130,550	1,102,653	1,140,848
Total Estimated Financial Sources	$ 4,831,499	$4,574,275	$4,926,271	$535	$ 3,267,209	$ 9,153,336	$ 7,709,838	$ 7,500,814	$10,770,956	$10,393,778
Expenditures										
General Government	$ 621,929	$ 293,650	$ 148,987	$ 24	343	$ 623,585	$ 294,987	$ 153,614	$ 304,561	$ 309,915
Public Safety	2,464,093	2,528,230	2,614,118	200	57,300	2,624,391	2,696,517	2,740,775	3,256,957	3,350,663
Fire Protection	1,084,613	1,159,163	1,273,279	136	356	1,107,148	1,164,003	1,277,920	1,115,015	1,204,018
Public Works	260,501	362,869	214,636	07	1,063	307,199	522,063	402,096	249,144	292,770
Streets and Transportation	-	-	-	62	72,275	1,791,385	1,507,109	2,291,073	579,685	722,632
Community Development	617,264	531,393	729,930		-	1,072,073	564,311	1,480,085	702,012	680,377
Debt Service	-	-	345		-	-	-	345	-	-
Parks	-	-	-	48	51,962	635,539	910,570	528,822	619,477	326,767
Recreation	202,160	256,977	261,905	-	-	424,474	498,887	510,238	572,170	557,993
Total Budget	$ 5,250,560	$5,132,283	$5,243,199	$577	$ 183,299	$ 8,585,794	$ 8,158,448	$ 9,384,968	$ 7,399,021	$ 7,445,137
General Contingencies and Reserves										
Total Use of Resources	$ 5,250,560	$5,132,283	$5,243,199	$577	$ 183,299	8,585,794	8,158,448	9,384,968	7,399,021	7,445,137
Net Increase (Decrease)In Fund Balance	$ (419,061)	$ (558,008)	$ (316,928)	$ 58	$ 3,083,910	$ 567,542	$ (448,610)	$ (1,884,154)	$ 3,371,935	$ 2,948,641
Fund Balance July 1	2,877,303	$2,436,718	$1,879,951	$1193	$ 6,999,650	$13,739,232	$14,306,774	$13,819,521	$11,956,988	$15,437,125
Adjustments	-									
Transfers In	(21,524)	1,241	7,008	61	33,227	142,239	114,861	79,987	185,051	188,645
Transfers Out				(61)	(33,227)	(142,239)	(153,504)	(58,367)	(76,849)	(77,318)
Fund Balance June 30	$ 2,436,718	$1,879,951	$1,570,030	$1150	$10,083,560	$14,306,774	$13,819,521	$11,956,988	$15,437,125	$18,497,093

Enterprise Funds
2018-2020 Summary of Estimated Revenues, E
and Changes in Retained Earnings
(For Budgetary Purposes Only)

	Total Enterprise Funds				
	2015-2016 Actual ate	2016-2017 Budget	2017-2018 Budget	2018-2019 Budget	2019-2020 Budget
Operating Revenues					
Charges for Services	$ 1,305,8,535	$ 3,038,703	$ 3,079,933	$ 3,169,639	$3,194,251
Other Revenues	49,1,540	15,974	23,739	9,570	9,570
Total Operating Revenues	$ 1,354,9,075	$ 3,054,677	$ 3,103,671	$ 3,179,209	$3,203,821
Operating Expenses					
Allocated Cost	$ 622,4,990	$ 1,137,276	$ 1,341,539	$ 1,169,121	$1,176,033
Salaries and Benefits	354,1,144	804,008	803,360	837,923	890,090
Contractual Services	-,620	14,263	21,000	35,000	35,000
Professional Services	56,6,191	80,777	99,097	162,147	147,147
Supplies and Material	19,6,726	40,756	34,400	98,550	84,250
Equipment Leases	-	-	-	-	-
Utilities	137,3,537	274,867	355,723	343,300	343,300
Insurance	-	-	-	-	-
Other Operating Expenses	73,6,949	273,036	158,012	226,036	213,457
Depreciation	95,5,524	90,732	-	-	-
Debt Service	150,4,454	234,237	536,810	533,660	535,033
Capital Projects	10,9,998	19,800	75,117	435,000	135,000
Total Operating Expenses	$ 1,520,8,133	$ 2,969,753	$ 3,425,058	$ 3,840,737	$3,559,310
Operating Income (Loss)	$ (165,8,058)	$ 84,924	$ (321,386)	$ (661,528)	$ (355,489)
Non-Operating Revenues(Expenses)	-			$ -	
Income(Loss) before Operating Transfers	$ (165,8,058)	$ 84,924	$ (321,386)	$ (661,528)	$ (355,489)
				-	-
Operating Transfers In	183,5,416	204,127	100,000	12,000	12,000
Operating Transfers Out	(183,5,416)	(374,074)	-	-	-
Net Income(Loss)	$ (165,8,058)	$ (85,023)	$ (221,386)	$ (649,528)	$ (343,489)
Retained Earnings July 1	$ 1,111,79,781	3,414,723	3,329,700	$ 3,108,313	$2,458,785
Adjustments					
Retained Earnings June 30	$ 945,904,723	$ 3,329,700	$ 3,108,313	$ 2,458,785	$2,115,295

CITY COUNCIL
RESOLUTION 2018-23

A RESOLUTION OF THE CITY OF WINTERS APPROVING AND ADOPTING A BUDGET OF ESTIMATED EXPENDITURES AND REVENUES FOR FISCAL YEARS 2018-2019 AND 2019-2020.

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

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

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

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

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

A budget for the Fiscal Year 2018-2019 and 2019-2020, a copy of which is on file in the City Clerk's Office, is hereby adopted for the City of Winters as follows;

Section 1. For the Fiscal Year 2018-2019, General Fund estimated revenues of $5,571,008 use of available fund balance of $30,754, for a total source of funds of $5,601,762 and total appropriations of $5,601,762.

For the Fiscal Year 2019-2020, General Fund estimated revenues of $5,885,427 , use of available fund balance of $31,580, for a total source of funds of $5,917,007 and total appropriations of $5,917,007.

Section 2. For the Fiscal Year 2018-2019, Special Revenues Funds estimated revenues of $1,360,310 use of available fund balance of $89,065 for a total source of funds of $1,449,375. and total appropriations of $1,427,170.

For the Fiscal Year 2019-2020, Special Revenues Funds estimated revenues of $1,396,465, use of available fund balance of $89,242 for a total source of funds of $1,485,707 and total appropriations of $1,388,922.

Section 3. For Fiscal Year 2018-2019 Capital Revenue Funds estimated revenues of $4,024,596, use of available fund balance of $70,591 for total source of funds of $4,095,187and total appropriations of $446,938.

For Fiscal Year 2019-2020 Capital Revenue Funds estimated revenues of $3,300,436, use of available fund balance of $121,710 for total source of funds of $3,422,146 and total appropriations of $216,526.

Section 4. For Fiscal Year 2018-2019 Water O & M Fund estimated revenues of $1,500,466 use of available fund balance of $-0- for total source of funds of $1,500,466 and total expenses of $1,489,962.

For Fiscal Year 2019-2020 Water O & M Fund estimate estimated revenues of $1,508,182, use of available fund balance of $161,803 total source of funds of $1,669,985 and total expenses of 1,669,985.

Section 5. For Fiscal Year 2018-2019 Sewer O & M estimated revenues of $1,690,743 use of available fund balance of $660,132 for a total source of funds of $2,350,875 and total expenses of $2,350,875

For Fiscal Year 2019-2020 Sewer O & M estimated revenues of $1,707,639 use of available fund balance of $181,686 for a total source of funds of $1,889,325 and total expenses of $1,889,325.

Section 6. For Fiscal Year 2018-2019 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of $1,097,265 use of available fund balance of $-0- for a total source of funds of $1,097,625 and total expenditures of $1,097,625.

For Fiscal Year 2019-2020 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of $1,105,665 use of available fund balance of $-0- for a total source of funds of $1,105,665 and total expenditures of $1,105,665

Section 7. For Fiscal Year 2018-2019 Winters Housing Fund estimated revenues of $501 use of available fund balance of $978,833 for a total source of funds of $979,334 and total expenditures of $979,334

For Fiscal Year 2019-2020 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of $-0- use of available fund balance of $-0- for a total source of funds of $-0-and total expenditures of $-0-.

PASSED AND ADOPTED by the City of Winters this 19th day of June 2018 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Wade Cowan, Mayor

ATTEST:

Tracy Jensen, City Clerk

CITY COUNCIL
RESOLUTION 2018-23

A RESOLUTION OF THE CITY OF WINTERS APPROVING AND ADOPTING A BUDGET OF ESTIMATED EXPENDITURES AND REVENUES FOR FISCAL YEARS 2018-2019 AND 2019-2020.

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

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

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

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

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

A budget for the Fiscal Year 2018-2019 and 2019-2020, a copy of which is on file in the City Clerk's Office, is hereby adopted for the City of Winters as follows;

Section 1. For the Fiscal Year 2018-2019, General Fund estimated revenues of $5,571,008 use of available fund balance of $30,754, for a total source of funds of $5,601,762 and total appropriations of $5,601,762.

For the Fiscal Year 2019-2020, General Fund estimated revenues of $5,885,427 , use of available fund balance of $31,580, for a total source of funds of $5,917,007 and total appropriations of $5,917,007.

Section 2. For the Fiscal Year 2018-2019, Special Revenues Funds estimated revenues of $1,360,310 use of available fund balance of $89,065 for a total source of funds of $1,449,375. and total appropriations of $1,427,170.

For the Fiscal Year 2019-2020, Special Revenues Funds estimated revenues of $1,396,465, use of available fund balance of $89,242 for a total source of funds of $1,485,707 and total appropriations of $1,388,922.

Section 3. For Fiscal Year 2018-2019 Capital Revenue Funds estimated revenues of $4,024,596, use of available fund balance of $70,591 for total source of funds of $4,095,187and total appropriations of $446,938.

For Fiscal Year 2019-2020 Capital Revenue Funds estimated revenues of $3,300,436, use of available fund balance of $121,710 for total source of funds of $3,422,146 and total appropriations of $216,526.

Section 4. For Fiscal Year 2018-2019 Water O & M Fund estimated revenues of $1,500,466 use of available fund balance of $-0- for total source of funds of $1,500,466 and total expenses of $1,489,962.

For Fiscal Year 2019-2020 Water O & M Fund estimate estimated revenues of $1,508,182, use of available fund balance of $161,803 total source of funds of $1,669,985 and total expenses of 1,669,985.

Section 5. For Fiscal Year 2018-2019 Sewer O & M estimated revenues of $1,690,743 use of available fund balance of $660,132 for a total source of funds of $2,350,875 and total expenses of $2,350,875

For Fiscal Year 2019-2020 Sewer O & M estimated revenues of $1,707,639 use of available fund balance of $181,686 for a total source of funds of $1,889,325 and total expenses of $1,889,325.

Section 6. For Fiscal Year 2018-2019 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of $1,097,265 use of available fund balance of $-0- for a total source of funds of $1,097,625 and total expenditures of $1,097,625.

For Fiscal Year 2019-2020 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of $1,105,665 use of available fund balance of $-0- for a total source of funds of $1,105,665 and total expenditures of $1,105,665

Section 7. For Fiscal Year 2018-2019 Winters Housing Fund estimated revenues of $501 use of available fund balance of $978,833 for a total source of funds of $979,334 and total expenditures of $979,334

For Fiscal Year 2019-2020 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of $-0- use of available fund balance of $-0- for a total source of funds of $-0-and total expenditures of $-0-.

PASSED AND ADOPTED by the City of Winters this 19th day of June 2018 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Wade Cowan, Mayor

ATTEST:

Nanci Mills, City Clerk