



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, May 7, 2019  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

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

*John W. Donlevy, Jr., City Manager  
Ethan Walsh, City Attorney  
Tracy Jensen, City Clerk*

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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, April 16, 2019 (pp. 4-10)
- B. BSK Contract Amendment for Nature Park Elderberry Monitoring (pp. 11-12)
- C. Extension of Contract with Van Lant & Fankhanel, LLP (pp. 13-19)
- D. Public Improvement and Maintenance Agreement for Blue Mountain Terrace (pp. 20-44)
- E. Fairfield Inn Hotel - Amended Development Impact Fee Payment Agreement (pp. 45-51)
- F. Newt's Expressway Paving Project (pp. 52)

### PRESENTATIONS

A Proclamation Recognizing May 2, 2019 as the Big Day of Giving to be Presented to Vasey Coman, Marketing Manager from Sacramento Region Community Foundation (pp. 53)

### DISCUSSION ITEMS

- 1. General Plan Element Overview - Circulation (pp. 54-56)

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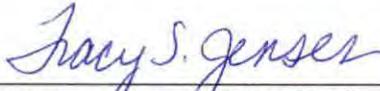
### CITY MANAGER REPORT

### INFORMATION ONLY

- 1. February 2019 Treasurer Report (pp. 57-63)
- 2. February 2019 Investment Report (pp. 64-65)
- 3. March 2019 Treasurer Report (pp. 66-72)
- 4. March 2019 Investment Report (pp. 73-74)

### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the May 7, 2019 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on May 2, 2019, and made available to the public during normal business hours.



Tracy S. Jensen, City Clerk

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

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

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

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*View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)*

*Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

*Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.*

*City Council agenda packets are available for review or copying at the following locations:*

*City Hall – Finance Office - 318 First Street*

*City Council meetings are streamed and can be viewed live at <http://www.cityofwinters.org/live-city-council-meetings/>. A recording of any streamed City Council meeting can be viewed at a later date at <http://www.cityofwinters.org/city-council-meeting-recordings/>.*



Minutes of the Regular Meeting of the Winters City Council  
Held on April 16, 2019

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

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu,  
Mayor Pro Tem Wade Cowan and Mayor Bill Biasi  
Absent: None  
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh,  
Environmental Services Manager Carol Scianna, Economic  
Development Manager Dan Maguire, Management Analyst Dago  
Fierros, and City Clerk Tracy Jensen.

Eric Tavenier led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Motion by Council Member Neu, second by Council Member Loren to approve the agenda. Motion carried with the following vote:

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

COUNCIL COMMENTS: Verbal updates were provided by Council.

PUBLIC COMMENTS: Tina Lowden spoke regarding the removal of the electronic speed limit sign on Niemann; drivers are once again driving too fast.

Abigail Vargas spoke regarding her opposition to the implementation of the proposed vacation home ordinance.

Jon Tice spoke regarding the need for a general plan update over a general plan refresh, the lack of affordable housing, the lack of parking for the downtown

hotel, his preference for traffic signals over roundabouts, cars taking up the bike lane, Winters Police and Fire are the best around, and added Council is the boss of City employees.

### CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 2, 2019 **(Moved to Discussion Item #7)**
- B. Approval of Amplified Sound Permit Application
- C. Purchase of Recycled Content Patio Furniture for Library Garden Project

City Manager Donlevy gave an overview. Mayor Biasi said he had a conflict with Item B and would recuse himself for this item. Council Member Anderson, Neu, and Loren requested corrections to the minutes of the April 2, 2019 City Council meeting; Item A was then moved to Discussion Item #7.

On a motion by Council Member Loren, seconded by Mayor Pro Tem Cowan, Consent Calendar Item B was approved by the following vote:

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

On a motion by Council Member Loren, seconded by Mayor Pro Tem Cowan, Consent Calendar Item C was approved by the following vote:

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

### PRESENTATIONS

Dana Carey, Emergency Services Manager for the Yolo County Office of Emergency Services, detailed the Winters evacuation plan and confirmed the dates of the community outreach meetings: May 8<sup>th</sup> and May 22<sup>nd</sup> at the Public Safety Facility's EOC/Training Room from 6pm - 8pm.

Resident Kate Laddish thanked Dana and Yolo OES and requested the financially strapped be included in the evacuation planning for the disabled and the elderly that was discussed at the February 26<sup>th</sup> Yolo Board of Supervisors

meeting. There are 2,600 residents in Yolo County who receive in-home supportive services and IHSS would need assistance during an evacuation.

## DISCUSSION ITEMS

### 1. Planning Commission Vacancy

City Manager Donlevy gave an overview and said the terms of three Planning Commissioners will be expiring in June. Staff is recommending Council to select a 2-member subcommittee to interview candidates and authorize staff to advertise. Council agreed to move forward as recommended and proceed with the method used for the most recent vacancies, adding that Planning Commission members seeking reappointment should also be interviewed along with any new applicants. Mayor Pro Tem Cowan and Council Member Loren were chosen for the 2-member subcommittee and will interview applicants and bring their recommendations to Council of the top three candidates. As a matter of public record, the top five candidates will be announced, but candidate applications will not be included in a future City Council agenda packet.

Albert Vallecillo expressed his support of the method that has been used for the last 20 years.

Kate Laddish spoke in support of Council's decision to move forward with this application process and shared her enthusiasm about the public process and providing the opportunity to get involved as a part of this valuable body.

### 2. Downtown Merchants Trash Enclosure Proposal

Council Member Anderson recused himself due to a possible conflict of interest

Environmental Services Manager Carol Scianna gave an overview and presented a diagram of the proposed locations of the trash/recycling enclosure provided by the Downtown merchants.

Winters resident Eric Tavenier provided to Council a handout that addressed several of his concerns, including the lack of a licensed engineer for the design of the trash enclosure. He also requested that Council reject the Downtown Merchants proposed Location B due to safety concerns. City Attorney Walsh said Council is considering a potential location for the trash enclosure and not approving engineering plans. Having a dialog about where the trash enclosure will go is one step in the process.

Due to the placement of the transformer and alley improvements, Emarie VanGalio said the entire downtown merchant committee is recommending

Location B. Ellie Yeatman asked if the City plans to close the alley to traffic. Mayor Biasi replied the alley will not be closed.

On a motion by Council Member Neu and seconded by Mayor Pro Tem Cowan, Council agreed by the following vote to table the proposed location of the trash/recycling enclosure to the next City Council meeting:

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

Council Member Anderson returned to the dais at this time.

3. Resolution 2019-09, a Resolution of the City Council of the City of Winters Approving the SB 1 FY 2019/20 Road Rehabilitation Project List

Management Analyst Dago Fierros gave an overview and said the City's pavement condition index will be known when the City's streets are surveyed and agreed that construction does cause the streets to deteriorate. City Manager Donlevy confirmed the streets are surveyed every 5-7 years and were surveyed two years ago.

Tina Lowden, 320 Niemann Street, expressed her concern about the construction trucks and trailers tearing the streets apart and driving too fast.

On a motion by Council Member Loren and seconded by Council Member Neu, Council agreed by the following vote to approve staff recommendation and approve the project list, design concept, locations and budget, authorize bids for construction, authorize the City Manager to execute agreements with contractors, and adopt Resolution 2019-09, adopting a list of projects for Fiscal Year 2019-2020 funded by SB 1, the Road Repair and Accountability Act of 2017. Motion carried with the following vote:

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

4. Climate Action Plan and Resiliency Update

Environmental Services Manager Carol Scianna gave an overview and said staff has been working with a regional group, Yolo Resiliency Planning Group (YSPG) for over a year, focusing on the best ways to help our residents be better prepared as impacts of climate change become more severe in our area. Financial assistance has been provided by Climate Change Compact of Yolo County to engage Davis Energy Group in drafting a Climate Action Plan, which was ultimately not implemented. Staff is currently working with a Civic Spark Fellow to create a template to assist the City in developing a climate resiliency plan. Council Member Loren asked if the City would form a commission and Carol suggested an ad hoc committee. Mayor Biasi asked if grants are available for the remaining cost and Carol indicated funds for this project have been budgeted this year.

Kate Laddish, 400 Morgan Street, supports the idea of a climate advisory group and requested that any such advisory body be advisory to and report to Council, and that Council appoint the members of this advisory group. Mayor Pro Tem Cowan recommended Kate Laddish as committee president or chairperson of this committee and Kate replied she would be honored.

5. Resolution 2019-10, a Resolution of the City Council of the City of Winters Approving a Reduction in City Impact Fees for the Blue Mountain Terrace Senior Apartments Project

Economic Development Manager Dan Maguire gave an overview of this item as well as subsequent Item #6 and said these actions would have a positive impact on the project. Dan confirmed May 15<sup>th</sup> as the target closing date and that approval by the Department of Finance is needed.

On a motion by Council Member Neu and seconded by Council Member Loren, Council agreed by the following vote to adopt Resolution 2019-10 approving a reduction of City Impact fees in the amount of \$100,000 to assist in the development of the Blue Mountain Terrace Senior Housing Project:

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

6. Resolution 2019-11, a Resolution of the City Council of the City of Winters Approving a Reduction in the Housing Trust Fund Loan Authority for the Blue Mountain Terrace Senior Apartments Project

Economic Development Manager Dan Maguire spoke to this item concurrently with Item 5.

On a motion by Council Member Neu and seconded by Council Member Loren, Council agreed by the following vote to approve Resolution 2019-11, authorizing a reduction in funding in the amount of \$100,000 from the previous authorized loan of \$565,000 from the Affordable Housing Trust Fund to the Blue Mountain Terrace Senior Housing project:

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

7. Minutes of the Regular Meeting of the Winters City Council Held on  
Tuesday, April 2, 2019 (Moved from Consent Item #1)

Council Members Anderson, Loren and Neu submitted revisions for the minutes of the April 2, 2019 City Council meeting.

On a motion by Council Member Neu and seconded by Council Member Loren, Council approved by the following vote the amended and corrected minutes from the April 2, 2019 City Council meeting based on the submitted revisions:

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

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

1. None

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CITY MANAGER REPORT: City Manager Donlevy said he took to heart the comments that were made at the last City Council meeting. The decorum of City Council meetings are of paramount importance. The things being said about the North Area planning are accusatory and as a result, a new tab on the City's website entitled "North Area Planning" has been added. Friday Updates are

uncommon, but they are becoming more popular. The City will continue to do our best.

Mayor Pro Tem Cowan asked if staff had started issuing building permits for the Olive Grove project and asked if there was a plan in place to address area flooding. If not, can it be tied to the permits? City Manager Donlevy said improvements need to be made and all requirements must be met as per the agreement with the City and the Building Official is aware of these requirements.

Mayor Biasi said the Fire Department offered for Council to ride on the Buffalo Fire Truck for the Youth Day Parade. The entire Council will be on board. Council Member Loren asked if she was the only Council Member who had been asked to be in the dunk tank on Youth Day.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Biasi adjourned the meeting at 8:48 p.m.

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Bill Biasi, MAYOR

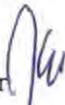
ATTEST:

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Tracy S. Jensen, City Clerk



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** May 7, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** BSK Contract Amendment No.6 - Conservation Easement Monitoring

**RECOMMENDATION:** Staff recommends the Council approve amendment No. 6 to Agreement No. 009-16 with BSK Services for the ongoing monitoring and reporting services for the Conservation Easement area in the amount not to exceed \$12,120 for fiscal year 2019-20. Tasks to be completed are similar to previous monitoring and reporting efforts.

**BACKGROUND:** A Valley Elderberry Longhorn Beetle (VELB) conservation easement area was established in the Winters Nature Park as part of our Northbank Trail project. US Fish and Wildlife Service (USFWS) mandates ten years of ongoing monitoring and reporting associated with the easement area, which begins when the plantings occurred. Additional tasks have been added to the monitoring due to plants being added and an extra review step requested by CalTrans to the process. These changes have resulted in the need for a third field day to complete the evaluation and monitoring. Additional time is also allotted for possible revisions to the final report to address comments received by Caltrans and City staff. The City can expect similar contract amounts for ongoing services over the next few years to satisfy the USFWS, assuming there are no additional requirements added. Staff has not received any comments from USFWS regarding the last three annual reports submitted to them.

**FISCAL IMPACT:** Funding will be from the General Fund, not to exceed \$12,120

Attachment: Addendum Task Order dated April 15, 2019

## TASK ORDER ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

**THIS ADDENDUM**, effective as of this 15<sup>th</sup> day of April 2019, is by and between City of Winters ("Client") and, BSK Associates, Inc. ("Consultant").

**THE PROJECT** is generally described as:

Winters Putah Creek Conservation Area Elderberry Monitoring Project

and is located at:

Winters Putah Creek Elderberry Conservation Area

Winters, Yolo County, California

("Project Site")

**THIS AGREEMENT** consists of the following documents which are incorporated herein by reference:

- THE TERMS AND CONDITIONS OF THE "CONSULTANT SERVICES AGREEMENT NO. 009-16" (EFFECTIVE DATE: 6/7/2016); and

Additional Scope of Services (All work would be done for on a time and materials basis):

- 2019 Mitigation Area monitoring (Site Visit), 1 draft report, and 1 final report for transplants and associate plants (\$10,120)
- Project Management (\$2,000)

Total Addendum Request: \$12,120

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:

CONSULTANT:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Robert "Tony" Martin, PG

Sacramento Branch Manager

BSK Associates





CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: May 7, 2019  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Shelly A. Gunby, Director of Financial Management   
SUBJECT: Extend Audit Firm Contract for 2 Additional Years. 2018-2019 and 2019-2020.

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**RECOMMENDATION:**

Accept the extension of contract submitted by Van Lant & Fankhanel, LLP for performing the annual independent audit for fiscal years 2018-2019 and 2019-2020, and authorize the City Manager to execute a professional services contract for the 2 year audit period.

**BACKGROUND:**

The City of Winters is required to have an independent financial audit performed each year. For the past 3 years, Van Lant & Fankhanel has performed this audit, however, at the conclusion of the 2017-2018 audit, the contract for audit services is complete. Staff requested Van Lant & Fankhanel submit for proposal to extend the term of the contract by 2 years, to cover the 2018-2019 and 2019-2020 fiscal years. The proposal includes the following not to exceed amounts for each year:

	2018-2019	2019-220
Van Lant & Fankhanel, LLP	\$30,850	\$31,695

This fees reflect a 3% increase over the amount paid in 2017-2018 audit and are within the amounts currently included in the budget.

**FISCAL IMPACT:**

None

**ATTACHEMENTS:**

Van Lant & Fankhanel, LLP Letter of Engagement.



March 19, 2019

To: City Council and Management  
City of Winters  
318 First Street  
Winters, CA 95694

We are pleased to confirm our understanding of the services we are to provide the City of Winters (City), for the fiscal year ending June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ending June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budget schedules.
- 3) OPEB and Pension Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards, as applicable.
- 2) Non-major funds financial statements and budget schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

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Van Lant & Fankhanel, LLP  
25901 Kellogg Street  
Loma Linda, CA 92354

909.856.6879

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council and Management of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report on agreed upon procedures performed on the City's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, City Council and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed

in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the

financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in a timely manner.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP (VLF) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of VLF, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May/June of 2019 and plan to issue our reports in December of 2019. Brett Van Lant is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the 2018-19 fiscal year, along with proposed fees for the 2019-20 fiscal year, are as follows:

Service	Fiscal Years Ending June 30,	
	2019	2020
City Audit, including Appropriations Limit AUP	\$ 28,100	\$ 28,945
Single Audit and Related Reports	2,750	2,750
<b>Total Maximum Cost</b>	<b>\$ 30,850</b>	<b>\$ 31,695</b>

Our invoices for these fees will be rendered each-month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In addition, the above fees are based on the assumption that the Single Audit will include no more than two major programs, in accordance with the Uniform Guidance.

We appreciate the opportunity to be of service to the City of Winters and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Very truly yours,



Brett Van Lant, CPA  
VAN LANT & FANKHANEL, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Winters.

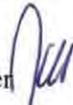
Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** May 7, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer/Dan Maguire, Economic Development & Housing Manager  
**SUBJECT:** Public Improvement Agreement for Blue Mountain Terrace

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**RECOMMENDATION:**

That City Council approve the Public Improvement Agreement and authorize the Mayor to execute the Public Improvement Agreement for Blue Mountain Terrace.

**BACKGROUND:**

On November 25, 2014, the Planning Commission reviewed and approved the Domus Senior Housing Project, CUP/DR 2014-04, which includes a Community Center on the NE corner of Baker and East. The housing project title is Blue Mountain Terrace. Over the past few years, the City and Domus have been working on financing for the affordable housing project.

Cunningham Engineering has prepared the Improvement Plans, for frontage improvements along East and Baker, which have been reviewed by the City Engineer.

**DISCUSSION:**

The approved Conditions of Approval require the Applicant to enter into a Public Improvement Agreement in order to construct the required public improvements along East Street and Baker Street. The attached Public Improvement Agreement has been prepared for the Blue Mountain Terrace Project. A few revisions were requested by the Applicant, which were reviewed and approved by the City Attorney. Council-approval will allow the public improvements associated with the project to be constructed.

The project includes re-paving, diagonal parking, a water and sewer service, and landscaping.

The primary access to the project site is via two driveways along East Baker Street. Sanitary sewer service is provided by construction of a new sewer service extended from East Baker Street. Water service is provided by the construction of a new domestic and fire water service extended from East Street. Storm drainage will be conveyed through a water-quality bio-retention channel in the frontage landscaping along East Baker.

The Public Improvement Agreement requires bonds to assure construction of the public improvements, and stipulates the work shall be completed within one year of notice to proceed.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** No City funds impacted.

Attachments: Public Improvement Agreement

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**

This Public Improvement and Maintenance Agreement (“AGREEMENT”) is made and entered into this 2<sup>nd</sup> day of April, 2019 (“EFFECTIVE DATE”) by and between the CITY OF WINTERS, a municipal corporation, hereinafter called (“CITY”) and Blue Mountain Terrace Associates, L.P., a California limited partnership, 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 described in Exhibit “A” attached hereto (the “Housing Property”), , and is developing the Housing Property with the Blue Mountain Terrace Senior Housing Apartment Project (the “Housing Project”); and

WHEREAS, the Housing Project is adjacent to the site of a proposed Senior Center and related facilities (the “Senior Center”) to be located on certain property owned by the City as described in Exhibit “B” attached hereto (the (“Senior Center

Property”); and

**WHEREAS**, the Housing Project and the Senior Center have 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 Senior Center and the Housing Project include, but are not limited to the following: streets, 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:** The DEVELOPER has deposited fees for plans check and inspection of the required public improvements. The fee balance will be monitored, and additional fees may be required.

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 Housing 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 (the "Public Improvements") as shown and approved on the improvement plans prepared by Cunningham Engineer Corp., dated April 2, 2019 ("IMPROVEMENT PLANS"), 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. The total estimated cost of the required Public Improvements is Five-Hundred-Forty-Four-Thousand Dollars (\$544,000).

b. DEVELOPER agrees that gas, electric, telephone or cable television utilities shall be provided via underground transmission facilities to the Housing 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 November 25, 2014 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 securities in the sum of Five-Hundred-Forty-Four-Thousand Dollars (\$544,000), 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 securities in the sum of Two-Hundred-Seventy-Two-

Thousand Dollars (\$272,000) 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, subject to subdivision (b) below. 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 ninety (90) days of the completion of the Housing Project.

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 Housing Project. Said agreement will provide for the undergrounding of all Applicable utility lines on the Housing 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, provided, however, that DEVELOPER shall not be responsible to repair or replace any work which was accepted by the CITY and subsequently damaged, destroyed or modified by a party other than DEVELOPER. Should DEVELOPER fail or refuse to act within ten (10) days after receiving written notification by CITY, a copy of which shall simultaneously be sent to the limited partner of DEVELOPER (as such partner, the "LIMITED PARTNER"), 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. LIMITED PARTNER shall have right, but not the obligation, to complete any work or repairs as required under this agreement, and such work shall be accepted by the CITY to the same extent as if it had been completed by DEVELOPER.

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 as 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, LIMITED PARTNER 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. Prevailing Wages:**

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. MD (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 of the Housing Property.

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  
L.P  
318 First Street  
Winters, CA 95694  
Attn: City Manager  
Tele: (530) 795-4910

**DEVELOPER:** Blue Mountain Terrace Associates,  
C/o Domus Development, LLC  
9 Cushing Road, Suite 200  
Irvine, CA 92618  
Tele: 949/923-7800

With a copy to

LIMITED PARTNER

Alliant Credit Facility, Ltd.  
c/o Alliant Capital, Ltd.  
21600 Oxnard Street  
Suite 1200  
Woodland Hills, CA 91367  
Attn: General Counsel

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 (such later date being referred to herein as the "Termination Date"). Upon request from DEVELOPER or any beneficiary/mortgagee under a deed of trust on the Housing Parcel following the Termination Date, CITY shall deliver an executed termination or release of this AGREEMENT in a form suitable for recordation.

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 Fee, Wastewater Fee, Public Safety Fee, Fire Fee, Parks and Recreation Fee, General Facilities Fee, and Project Monitoring Fee.

e. Development Impact fees are subject to an annual increase each July based upon the Engineering News Record Construction Cost Index.

f. Yolo County Facilities Fees: County fees must be paid prior to issuance of certificates of occupancy.

g. Public Improvement Plan Check Fees: Appropriate plan check fees shall be paid prior to plan check of IMPROVEMENT PLANS.

h. 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 Housing 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. DEVELOPER shall defend such action at DEVELOPER's sole cost and expense which includes court costs and reasonable 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. Notwithstanding 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 Housing 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.

35. Mortgagee Protections. This AGREEMENT is subject and subordinate to the lien and charge of that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of \_\_\_\_\_, 2019, executed by DEVELOPER in favor of Banner Bank, as Agent for the Housing Authority of the City of Sacramento, which is recording in the Official Records substantially concurrently herewith. No breach or default under this AGREEMENT shall defeat, terminate, extinguish, modify or otherwise affect or impair the lien of any existing or future deed of trust or mortgage given in good faith and for value, whether or not such deed of trust or mortgage is recorded before or after this AGREEMENT is recorded (and this agreement shall be subject and subordinate to each such deed of trust and mortgage). In addition, in no event shall the CITY exercise any right or remedy hereunder on account of any breach or default by the DEVELOPER without first giving each beneficiary/mortgagee under each such deed of trust and mortgage written notice of such default and a reasonable opportunity to cure such default (any such beneficiary/mortgagee shall have a reasonable period of time after acquiring the Property to cure any default under this AGREEMENT).

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

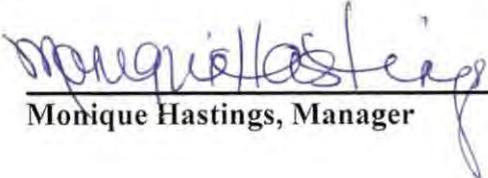
**DEVELOPER:** Blue Mountain Terrace Associates, L.P., a California limited partnership

**BY:** Domus GP LLC, a California limited liability company

**BY:** Domus Development, LLC, a California limited liability company, a member

**BY:** MNJ Development, LLC, a California limited liability company, a member

**BY:** Newport Partners, LLC, a California limited liability company, its sole member

**BY:**   
Monique Hastings, Manager

**CITY OF WINTERS:**

**BY:** \_\_\_\_\_  
Bill Biasi, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tracy Jensen, CITY CLERK

\_\_\_\_\_  
Ethan Walsh, ATTORNEY

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

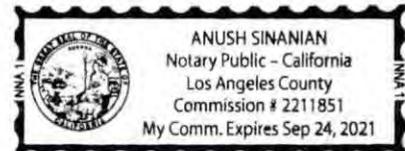
On April 29, 2019 before me, Anush Sinanian - Notary Public - CA  
(insert name and title of the officer)

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

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

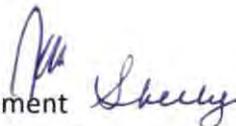
WITNESS my hand and official seal.

Signature  (Seal)





**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 7, 2019  
**TO:** Mayor and City Council  
**FROM:** Shelly A. Gunby, Director of Financial Management   
**SUBJECT:** Fairfield Inn Hotel- Amended Development Impact Fee Payment Agreement

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**RECOMMENDATION:**

That the City Council approve and authorize the City Manager to execute an amendment to the Development Impact Fee Payment Agreement (Exhibit A) between the City of Winters and Samir Ali for the Fairfield Inn Hotel development.

**BACKGROUND:**

The City of Winters has from time to time worked with residential and commercial developers to structure payment of development impact fees over a period of time in instances where the impact fees are not immediately required for current projects and the developer has agreed to pay interest on the fees. With these past developments, the City has included in the development agreements the option of utilizing a short term payment agreement for impact fees.

**Discussion:**

The attached amended Development Impact Fee Payment Agreement is an arrangement for Samir Ali to pay \$533,292.46 in impact fees owed to the City by the project over a five year period starting January 10, 2020. The developer's bank requested this amendment so that the bank was specifically named in the agreement in the place of "primary lender". Staff has also adjusted the payment schedule for the payment of the impact fees so that the developer can pay the fees out of the cash flow from the operating hotel as originally stated in the staff report when the agreement was approved on 9-04-2018. The agreement will still benefit the City because it will received interest at a greater rate than it would if the City were to hold the impact fees itself until such time those fees were needed for capital improvement projects.

The terms of the agreement remain the same in all respects except for the inclusion of the named lender and the change in date payments are required and include as follows:

1. Five year term;
2. Quarterly payments at a 3% interest rate (Quarterly payment amount is \$28,841.13).
3. Recordation of the agreement with the issuance of the Certificate of Occupancy.

The interest rate is approximately 2% higher than current City investment returns through the Local Agency Investment Fund (LAIF).

**FISCAL IMPACT:** City will earn a 3% return on \$533,292.46 over a 5 year period.

RECORDED AT REQUEST OF AND  
WHEN RECORDED MAIL TO:

CITY OF WINTERS  
318 First Street  
Winters, CA 95695  
Attention: City Clerk

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(Space Above this Line for Recorder's Use Only)

**FIRST AMENDMENT TO  
DEVELOPMENT IMPACT FEE PAYMENT AGREEMENT**

**between**

**THE CITY OF WINTERS, a California municipal corporation**

**and**

**Samir Ali**

**THIS FIRST AMENDMENT TO DEVELOPMENT IMPACT FEE PAYMENT AGREEMENT** (hereinafter referred to as the "Amendment") is entered into as of May \_\_, 2019, by and between the City of Winters, a California municipal corporation (the "City") and Samir Ali (the "Owner").

**Recitals**

A. City and Owner entered into that certain Development Impact Fee Payment Agreement ("Agreement") dated November 10, 2018, which was recorded in the Official Records of Yolo County on December 11, 2018 as Document No. 2018-0028814-00, which agreement provides terms pursuant to which the City will allow Owner to pay certain development impact fee obligations for the Project (as defined in the Agreement) in quarterly installments over a five (5) year period.

B. Owner is in the process of securing financing for the construction of the Project, and as a condition of such financing, Exchange Bank, the construction lender for the Project, has requested that it be specifically named in the Agreement as the senior lender. Additionally, because the Owner has not yet secured construction financing, he has not yet commenced to pay the payments due pursuant to the Agreement. City and Owner therefore desire to amend the Agreement to provide for payments under the Agreement to commence at the next payment date as established under the Agreement.

C. City and Owner desire to enter into this Amendment to clarify that the construction lender for the Project is Exchange Bank, and to amend the commencement date for the payments of development impact fees required pursuant to the Agreement.

**Agreement**

**Section 1.** Section 3 of the Agreement is hereby amended in to read as follows:

3. **Payment Schedule.** Owner shall pay the DIF Obligation in quarterly installments in the amounts shown in the amortization schedule, attached hereto and incorporated herein as **Exhibit C, (“Quarterly Installments”)**. The first Quarterly Installment of Twenty-Eight Thousand Eight Hundred Forty-One and 13/100 Dollars (\$28,841.13) shall be due ~~January 10~~ January 10, 2020. Subsequent Quarterly Installments shall be remitted to City on or before the 10th day of each month Immediately after the end of each quarter (~~April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup>, and~~ April 10<sup>th</sup>, July 10<sup>th</sup> and October 10<sup>th</sup>) of each year thereafter until the DIF Obligation and all accrued interest has been paid in full. The last Quarterly Installment shall be increased or decreased, as necessary, to effect payment in full of all outstanding amounts owing to City pursuant to this Agreement. A late fee of up to ten percent (10%) may be charged on any Quarterly Installment not received by the due date.

**Section 2.** Section 6 of the Agreement is hereby amended to read as follows:

6. **Security.** From and after the Effective Date, this Agreement shall contractually bind Owner to pay the Total DIF Obligation and shall constitute a 3<sup>rd</sup> lien (subordinate to ~~primary lender~~ Exchange Bank) against the Property in the amount of the Total DIF Obligation. Owner shall additionally execute that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (“**Deed of Trust**”) and Promissory Note Secured by Deed of Trust (“**Promissory Note**”), together set forth in **Exhibit D**, attached hereto and incorporated herein by this reference, which shall be recorded in the Official Records of the County of Yolo, California concurrently with the recordation of this Agreement. Upon payment of the last Quarterly Installment Payment to City, City shall execute and record in the Official Records of the County of Yolo, California a release of the security instrument and any lien(s) from the Property in a form approved by the City Attorney. At Owner’s request, City will deliver a copy of the executed release form to Owner.

**Section 3.** 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 Agreement shall remain unchanged and remain in full force and effect.

**Section 4.** Each person executing this Amendment represents and warrants that he or she has the full power and authority to execute this Amendment on behalf of the named parties.

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

**CITY**

**OWNER**

**CITY OF WINTERS,  
a California Municipal Corporation**

**SAMIR ALI**

By: \_\_\_\_\_  
John W. Donlevy, Jr.  
City Manager

By: \_\_\_\_\_  
Samir Ali

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**[Attached behind this cover page]**

EXHIBIT 1

**LEGAL DESCRIPTION  
PARCEL C**

All that real property situate in the City of Winters, County of Yolo, State of California, and being a portion of fractional Section 22, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being more particularly described as follows:

PARCEL C as it appears on Parcel Map No. 5019 for Hospitality Management, Inc., filed for record on March 9, 2017, in Book 2017 of Maps, at Page 26, Yolo County Records.

Containing 104,285 square feet (2.394 acres) of land, more or less.

End of description.



Bryan P. Bonino  
Bryan P. Bonino, L.S. 7521

10/15/18  
Date



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** May 7, 2019  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Newt's Expressway Paving Project

---

**RECOMMENDATION:** Approve Estimate \$155,000 to rebuild and repave Newt's Expressway and authorize staff to execute a contract with the lowest responsive bidder.

**BACKGROUND:** After an ongoing step by step process of rebuilding the infrastructure of Newt's Expressway from sewer rehab to water rehab and now that the Hotel is nearing completion and will no longer be using the alley for construction access, city staff is ready to go out to bid for the grading, paving and curb and gutter of the alley.

**FISCAL IMPACT:** Estimate is not to exceed \$155,000



A PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF WINTERS RECOGNIZING MAY 2, 2019, AS THE BIG DAY  
OF GIVING IN THE CITY OF WINTERS

**WHEREAS**, the Sacramento Region Community Foundation, a trusted resource for contributing to local and regional organizations, will host the seventh annual giving day on May 2, 2019, in partnership with the Yolo Community Foundation, local and regional businesses and community leaders throughout a four-County Sacramento region to encourage charitable giving; and

**WHEREAS**, over the past six years more than 36,000 people in our region donated on Big Day of Giving, raising over \$30 Million that local nonprofits have used to improve the quality of life our region; and

**WHEREAS**, this year over 600 nonprofits will participate in Big Day of Giving, six of which are located in and serving the residents of the City of Winters, including Winters Education Foundation, Center for Land Based Learning, Winters Theatre Company, Winters Friends of the Library, Winters Farm to School Program, and the Putah Creek Council; and

**WHEREAS**, Big Day of Giving is an opportunity for the City of Winters residents to show their community pride through supporting the good work of our local nonprofits; and

**WHEREAS**, philanthropic investment helps hardworking nonprofits make an impact on the causes that affect us all and provides donors with a sense of ownership and pride in their community.

**NOW, THEREFORE**, the City Council of the City of Winters does hereby proclaim **May 2, 2019**, as **Big Day of Giving** and encourages all citizens to support the work of local nonprofit organizations who help the City of Winters community thrive.

**SIGNED AND APPROVED this 7<sup>th</sup> day of May, 2019.**

\_\_\_\_\_  
Mayor Bill Biasi

\_\_\_\_\_  
Mayor Pro Tem Wade Cowan

\_\_\_\_\_  
Council Member Pierre Neu

\_\_\_\_\_  
Council Member Jesse Loren

\_\_\_\_\_  
Council Member Harold Anderson

\_\_\_\_\_  
City Manager John W. Donlevy, Jr.

\_\_\_\_\_  
ATTEST: City Clerk Tracy S. Jensen



**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 7, 2019  
**TO:** Mayor and City Council  
**FROM:** John W. Donlevy, Jr., City Manager  
**SUBJECT:** General Plan Element Overview- Circulation

---

**RECOMMENDATION:**

That the City Council receive and overview of the City's Circulation Element.

**BACKGROUND:**

**Winters General Plan:**

The City of [Winters General Plan](#) was adopted in 1992 and contains the following elements which conform to State mandated elements:

- **Land Use** Element which depicts the proposed land uses, standards and policy goals for all areas within both the City limits and overall sphere of influence.
- Housing Element which outlines the overall goals for housing and affordable housing.
- **Health and Safety** Element which includes the mandated "**Safety**" and "**Noise**" elements from State guidelines.
- **Transportation/Circulation** Element which provides the overall goals and policies for roadways and traffic within the City.
- **Natural Resources** Element which includes the mandated provisions for "**Conservation**" and "**Open Space**".

The Winters General Plan also includes the following "non-required" elements:

- **Community Design** Element which focuses on the physical form of development and the concepts of promoting architecture, pedestrian orientation, community character and quality streetscapes;

## General Plan Element Overview- Circulation

Agenda Report- May 7, 2019

Page 2

- **Public Facilities and Services** Element which outlines goals for water, wastewater, storm drainage, solid waste, public safety, library and schools;
- **Recreation and Cultural Resources** Element which establishes goals for parks, the preservation of the historic downtown and the importance of quality recreational opportunities for residents and visitors.

Additionally, the City has an **Administration** Element which enables the overall administration of the City's General Plan.

Tonight's review is on the City's Circulation Element.

### Circulation Element

OPR guidance on a circulation element is as follows:

*“The circulation element is not simply a transportation plan, but rather a strategy addressing infrastructure needs for the circulation of people, goods, energy, water, sewage, storm drainage, and communications. By statute, the circulation element must correlate directly with the land use element, but also has direct relationships with other elements. The provisions of a circulation element affect a community's physical, social, and economic environment, as well as its health. The passage of SB 1000 in 2016 requires local governments to address environmental justice considerations related to circulation- such as access to transportation systems, air quality related to transportation, delivery routes and transit options for nutritional food access, and promotion of physical activity—upon the next revision of two or more elements in their general plan after January 1, 2018. “*

Government Code Section 65302 (b)

(1) A circulation element consisting of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, all correlated with the land use element of the plan.

(2) (A) Commencing January 1, 2011, upon any substantive revision of the circulation element, the legislative body shall modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan. (B) For purposes of this paragraph, “users of streets, roads, and highways” mean bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

## General Plan Element Overview- Circulation

Agenda Report- May 7, 2019

Page 3

The main goals of the City's Transportation/Circulation Element include the following:

- Create and maintain a roadway network that will ensure the safe and efficient movement of people and goods throughout the city.
- Promote and maintain public and private transit systems.
- Promote increased efficiency in automobile use.
- Consider air quality and noise impacts along with traffic flow efficiency.
- Promote intergovernmental communication and cooperation concerning transportation-related issues.
- Ensure the adequate provision of both on- and off-street parking.
- Promote pedestrian and bicycle travel as alternatives to automobile use.

The [Circulation Element Master Plan](#) was updated in November, 2017 and consists of a re-calculation of traffic estimations to include both existing conditions as well as the cumulative impacts of approved projects within the City. The plan also updates the City's impact fee program needs which will be included in the revised major projects financing plan which is under review.

The implementation of the Circulation Element includes the adoption and management of a number of critical documents which include:

- A [Complete Streets Plan](#) developed in conjunction with Caltrans for Grant Ave and includes the incorporation of bike, vehicle and pedestrian amenities to maximize flow and safety throughout the corridor from Railroad Ave to the Yolo Housing Community outside the City.
- The development of a [Bike/Pedestrian Master Plan](#) which provides current and projected amenities to maximize traffic safety and utilization of public assets for bikes and pedestrians.
- A [Grant Ave Corridor Traffic Study](#) which was most recently updated in 2012 to provide traffic counts and modeling which serves as a foundation element for the Complete Streets Plan and needed improvements on Grant Ave. The results include on demand traffic modeling accepted by traffic engineers and Caltrans to model development impacts.
- In 2006, the City, working with the Local Government Commission and extensive community outreach developed the [Transportation Safety Plan](#) which outlines alternatives to traditional traffic improvements to encourage higher levels of traffic safety through reduced street widths, roundabouts and pedestrian centered amenities.

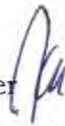
**FISCAL IMPACT:** None by this action.



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: May 7, 2019

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

FROM: Shelly A. Gunby, Director of Financial Management/City Treasurer 

SUBJECT: February 2019 Treasurer Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for February 2019.

**BACKGROUND:**

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

General Fund

General Fund revenues are 53% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will was received in late January 2019, we received 47% of the budgeted amount.
- The first installment of Property Tax in lieu of VLF was received in late January 2019, we received 51% of the budgeted amount.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization, we have received 54% of projected revenues.
- Utility User Tax is received approximately 1-3 months after the utilities are used; UUT receipts are 62% of the budgeted amount.
- Building permit fees received are 61% of the budgeted amount.
- General Fund expenditures are 68% of budget, mostly because we take advantage of paying the entire unfunded liability invoice for the year in July of each year in order to save 7.5% on the amount that we pay to CalPERS each year. A small step towards limiting the

growth of the unfunded liability for the City.

Other funds:

Fund 211 City Wide Assessment District: The first installment of the City Wide Assessment was received in late January 2019 at the same time that we receive the property tax distribution from Yolo County. We received 40% of the budgeted amount.

Fund 611 Water: Water fund revenues are 72% of budget and expenditures are 65% of budget. Approved rate increases became effective for the September utility billing.

Fund 621 Sewer: Sewer fund revenues are 73% of budget and expenditures are 52% of budget. Approved rate increases became effective for the September utility billing.

**FISCAL IMPACT:**

None

City of Winters  
 General Fund Revenue Summary  
 July 1, 2018 through February 28, 2019

G/L Code	Account Description	Budget 2018-2019	% Of Year Complete		% of Budget Received
			February Actual	Year to Date Actual	
101-41101	Property Tax	\$ 800,000		\$ 375,253	47%
101-41103	Property Tax in Lieu of VLF	620,313		314,827	51%
101-41104	1290 Pass Through	34,000		32,956	97%
101-41105	Residual RDA Revenues	36,000		87,017	242%
101-41401	Sales & Use Tax	669,294	59,981	361,276	54%
101-41402	Prop 172	40,295		20,611	51%
101-41403	Franchise Fee	267,000	66,667	125,216	47%
101-41404	Property Transfer Tax	22,000		12,355	56%
101-41405	Utility Tax	730,000	82,060	451,341	62%
101-41406	Municiple Services Tax	310,420	25,490	203,920	66%
101-41408	TOT Tax	296,006		5,856	2%
101-41407	Business Licenses	28,000	1,840	29,203	104%
101-46102	Building Permits	566,696	7,918	345,008	61%
101-46103	Encroachment Permit	6,000		2,671	45%
101-41507	Motor Vehicle in Lieu		3,500	3,500	
101-41509	Homeowners Property Tax Relief	15,000		7,122	47%
101-48106	Post Reimbursement	3,500	55	2,525	72%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	300	114	799	266%
101-42103	Plan Check Fees	175,279	16,144	101,165	58%
101-42104	Planning Application Fees	10,000		8,484	85%
101-42107	Project Monitoring Fees	4,000		14,675	367%
101-42108	Police Reports	500	192	863	173%
101-42109	Fingerprint Fees	3,000	125	2,683	89%
101-42111	Towing/DUI Reimbursement	500		780	156%
101-42112	Ticket Sign Off Fees	500	85	1,315	263%
101-42201	Recreation Fees	350		1,750	500%
101-42205	Basketball Revenues	7,500		9,560	127%
101-42211	Pool Ticket Sales	7,000		3,300	47%
101-42213	Pool Proceeds	500		948	190%
101-42212	Pool Concession Stand Revenues	11,000		5,748	52%
101-42215	Swim Passes	1,500		95	6%
101-42216	Swim Lessons	14,000		2,156	15%
101-42218	Swim Team Reimbursement	8,000		8,008	100%
101-42301	Park Rental	2,400	375	3,525	147%
101-42303	Community Center Rental	20,000	439	18,442	92%
101-42304	Community Center Insurance Collected	150		2,306	1537%
101-44101	Rents/Leases Revenues	85,678	9,349	60,456	71%
101-43151	Fire District Payments	266,356			0%
101-44102	Interest Earnings	1,000		691	69%
101-46106	Reinspect Fee	2,000		570	29%
101-48105	Cal Ema Grant	56,983	180	33,212	58%
101-49101	Contributions	93,088	5,143	46,606	50%
101-49102	Reimbursements/Refunds	27,000	1,297	5,174	19%
101-49104	Miscellaneous Revenues	3,000	317	2,588	86%
101-49106	Cash Over/Short		1	(63)	
101-49109	Developer Planning Reimbursement			21,389	
101-49504	Successor Agency Admin Fee	250,000	20,833	166,430	67%
101-49999	Interfund Operating Transfer	1,500			0%
Total General Fund Revenues		\$ 5,407,600	\$ 4,000,000	\$ 2,600,000	59%

City of Winters  
Summary of Expenditures  
July 1, 2018 through February 28, 2019

Fund#	Fund Description	% of Year Completed				67%
		Budget 2018-2019	February 2019 Actual	Year to Date Actual	Unspent Budget	% of Budget Spent
101	General Fund Expenditures by Department					
110	City Council	\$ 16,774	\$ (2,484)	\$ 689	\$ 16,085	4%
120	City Clerk	13,124	(1,008)	(5,369)	18,493	-41%
160	City Manager	149,551	6,717	101,428	48,123	68%
161	Economic Development & Housing	239,939	21,816	161,777	78,162	67%
170	Administrative Services	11,808	(3,561)	(3,652)	15,460	-25%
180	Finance	98,201	1,402	49,930	48,271	51%
210	Police Department	2,889,150	165,637	1,982,760	906,390	69%
310	Fire Department	1,114,680	49,562	867,861	246,819	78%
410	Community Development	92,994	6,942	51,215	41,780	55%
420	Building Inspections	327,548	30,279	224,563	102,985	69%
610	Public Works-Administration	243,137	8,229	125,317	117,820	52%
710	Recreation	29,977	461	9,994	19,983	33%
720	Community Center	111,959	4,477	68,774	43,185	61%
730	Swimming Pool	150,840	10,646	87,753	63,087	58%
999	Transfers Out		435	435	(435)	
	Total General Fund Expenditure	\$ 5,489,682	\$ 299,550	\$ 3,723,475	\$ 1,766,207	68%
106	Monitoring Fee	500			500	
105	Senior Fund	150			150	
107	Park Maintenance	44,718			44,718	
108	Munchkin Summer Camp			24,749	(24,749)	
113	2007 Housing TABS	1,000	1,725	497,120	(496,120)	999%
115	Police Canine Program	400		7,500	(7,100)	999%
116	Police Cadet Program	400		161	239	40%
201	Fire Prevention Grant	201			201	
209	In Ueu Affordable Housing	330		2,053	(1,723)	622%
211	City Wide Assessment	270,764	17,038	180,861	89,903	67%
221	Gas Tax Fund	172,298	8,133	122,924	49,374	71%
226	Road M & R	120,000		40,760	79,240	34%
231	State COPS 1913	120,428	7,332	67,000	53,428	56%
233	Realignment	5,383	1,538	25,839	(20,456)	480%
251	Traffic Safety	72,200			72,200	
252	Asset Forfeiture	996			996	
254	Vehicle Theft Deterrent	53,400		31,341	22,059	59%
272	Boost Grant		11,044	11,044	(11,044)	
289	Dry Slough Bridge			3,511	(3,511)	
291	Beverage Recycling Grant	5,000		22,992	(17,992)	460%
294	Transportation	267,985	160	154,031	113,954	57%
299	After School Program	158,408	10,473	89,375	69,033	56%
321	EDBG 99-688 Buckhorn	15,954	2,901	11,603	4,351	73%
322	EDBG 405-Cradwick	15,248		5,674	9,574	37%
351	RLF Housing Rehab	4,773	398	3,182	1,591	67%
352	RLF Affordable Housing			53,292	(53,292)	
355	RLF Small Business	8,113	6,530	11,439	(3,326)	141%
356	RLF HOME Program		1,789	1,789	(1,789)	
358	Program Income		918	3,882	(3,882)	
386	2018-19 VFA Grant			5,553	(5,553)	
387	CWPP and GIS Grant			22,035	(22,035)	
411	Street Impact Fee	2,162	180	2,889	(727)	134%
412	Storm Drain Impact Fee	299	25	1,647	(1,348)	551%
413	Park & Recreation Impact Fee	1,100	92	2,181	(1,081)	198%
414	Public Safety Impact Fee	57,629	27	30,557	27,072	53%
415	Fire Impact Fee	336	28	1,671	(1,335)	497%
416	General Facility Impact Fee	324	27	1,663	(1,339)	513%
417	Water Impact Fee	384	32	1,708	(1,324)	445%
418	Sewer Impact Fee	324	27	1,659	(1,335)	512%
419	Flood Fees			1,313	(1,313)	
422	Landfill Capital	93,091	22	85,165	7,926	91%
423	Street Capital			14,215	(14,215)	
424	Parks & Recreation Capital	280,000	10,745	60,505	219,495	22%
427	Equipment Replacement Fund	57,300		38,522	18,778	67%
429	Service Reserve	40,000			40,000	
494	CARF			7,715	(7,715)	
495	Monitoring Fee	32,761		10,637	22,124	32%
611	Water O & M	1,440,654	65,048	929,335	511,319	65%
615	07 Water Bonds			48,784	(48,784)	
616	Water Conservation Fund	28,679	57	553	28,126	2%
617	Water Meter Fund	20,528	22	502	20,026	2%
619	Water Debt Service			161,270	(161,270)	
621	Sewer O & M	2,352,582	93,322	1,224,141	1,128,441	52%
629	Sewer Debt Service			186,872	(186,872)	
651	Central Service Overhead		(20)	1,162	(1,162)	
652	Equipment Fund	1		3,676	(3,675)	999%
771	RORF	1,090,025	440,968	674,272	415,753	62%
803	Elderberry Trust Fund			13,647		
831	Swim Team	54,928		18,532	36,396	34%
833	Festival de la Comunidad	7,950	5,000	39,015	(31,065)	491%
841	PD Cancer Fund			1,676	(1,676)	

City of Winters  
Summary of Revenues  
July 1, 2018 through February 29, 2019

Fund#	Fund Description	Budget 2018-2019	February Actual	Year to Date Actual	% of Year Comp Amount to be Received	% of Budget Received
101	General Fund	\$ 5,505,108	\$ 302,102	\$ 2,904,310	\$ 2,600,798	53%
104	Fireworks Fund			55	(55)	
105	Senior Fund	3		4	(1)	133%
106	Winters Swim Lessons	501		20	481	4%
108	Munchkin Summer Camp	27,214		8,452	18,762	31%
107	Park Maintenance	7		27	(20)	386%
113	2007 Housing TABS	501		5,569	(5,068)	999%
115	Canine Program	200		36	164	18%
116	Police Cadet Fund	21		613	(592)	999%
201	Fire Prevention Grant	10		11	(1)	110%
208	First Time Homebuyer In Lieu	1,000		1,002	(2)	100%
209	In Lieu Affordable Housing	1,500		304,337	(302,837)	999%
211	City Wide Assessment	266,259		106,535	159,724	40%
212	Flood Assessment District	45		45		100%
221	Gas Tax	189,304	8,223	91,088	98,216	48%
226	Road Rehabilitation and Mainten	120,477	12,419	67,484	52,993	56%
231	State COPS AB1913	100,000	11,337	103,936	(3,936)	104%
233	Realignment	20		858	(838)	999%
251	Traffic Safety	6,260		5,973	287	95%
252	Asset Forfeiture	612		1,259	(647)	206%
254	Vehicle Theft Deterrent	18,029		592	17,437	3%
267	Grant Ave Improvement					
272	Boost Grant			5,126	(5,126)	
289	Dry Slough Bridge Grant			3,511	(3,511)	
291	Beverage Recycling	5,000		5,260	(260)	105%
294	Transportation	314,680		169,571	145,109	54%
299	After School Program	157,980	118,879	180,532	(22,552)	114%
321	ED&G 99-688 Buckhorn	15,953	619	2,559	13,394	16%
322	ED&G 96-405 Cradwick	15,247		2,812	12,435	18%
341	Green House Grant		11,137	31,137	(31,137)	
351	RLF Housing Rehab		398	3,182	(3,182)	
352	RLF Affordable Housing			19,092	(19,092)	
355	RLF Small Business	8,757		84	8,673	1%
356	RLF HOME Program	181		16,358	(16,177)	999%
358	Program Income	39,956	9,828	63,198	(23,242)	158%
411	Street Impact Fee	859,808		3,372	856,436	
412	Storm Drain Impact Fee	80,399		3,396	77,003	4%
413	Parks & Recreation Impact Fee	460,762		2,131	458,631	
414	Public Safety Impact Fee	274,350		11,956	262,394	4%
415	Fire Impact Fee	417,268		23,371	393,897	6%
416	General Facilities Impact Fee	335,246		36,224	299,022	11%
417	Water Impact Fee	653,282		24,223	629,059	4%
418	Sewer Impact Fee	565,294		6,293	559,001	1%
419	Flood Fees	361		2,667	(2,306)	739%
421	General Fund Capital	5,200		5,548	(348)	107%
422	Landfill Capital	200		1,260	(1,060)	630%
423	Street Capital	101		47	54	47%
424	Parks & Recreation Capital	289,352		390	288,962	
427	Capital Equipment	58,000		8,835	49,165	15%
429	Service Reserve Fund	2,700		2,790	(90)	103%
481	General Plan 1992	32,761		10,637	22,124	32%
482	Flood Control Study			15	(15)	
492	RAJA Storm Drain	445		36,353	(35,908)	999%
494	CARF	22,204		10,192	12,012	46%
495	Monitoring Fee	32,761	271	10,637	22,124	32%
496	Storm Drain Non-Flood	2		3	(1)	150%
501	General Debt Service	94		666	(572)	709%
611	Water O & M	1,480,096	93,313	1,067,822	412,274	72%
612	Water Reserve	6,070		6,370	(300)	105%
615	07 Water Bonds			68	(68)	
616	Water Conservation	12,000		108	11,892	1%
617	Water Meter Fund	2,300		3,102	(802)	135%
619	Water Debt Service			152,648	(152,648)	
621	Sewer O & M	1,690,743	156,019	1,238,479	452,264	73%
622	Sewer Reserve			34	(34)	
629	Sewer Debt Service			176,626	(176,626)	
651	Centrak Service Overhead			394	(394)	
771	RORF	1,090,026		545,013	545,013	50%
803	Elderberry Mitigation	29,740			29,740	
831	Swim Team	30,836		18,486	12,350	60%
833	Festival de la Comunidad	10,012		48,487	(38,475)	484%
836	PCH HOA			180	(180)	
838	WPD Youth Services			4	(4)	
839	Youth Day			8	(8)	
841	PD Cancer Fund			1,361	(1,361)	
846	Quilt Festival					
		5			5	

City of Winters  
Cash and LAIF Balances Report  
AS of February 28, 2019

Fund#	Fund Description	Balance 6/30/2018	Balance 2/28/2019
101	General Fund	\$ (72,624)	\$ (963,621)
104	Fireworks Fund	(12,253)	(12,377)
105	Senior Fund	351	357
106	Monitoring Fee	1,732	1,760
107	Park Maintenance	2,308	2,345
108	Munchkin Summer Camp	28,808	10,110
110	Housing Successor Agency	(98,487)	(95,487)
113	Housing 2007 Tabs	833,127	345,460
115	Canine Program	8,463	1,039
116	Police Cadet	3,078	3,543
117	Community Garden Fund	24	24
201	Fire Prevention Grant	962	977
208	First Time Homebuyer	86,642	88,055
209	In Lieu Affordable Housing	256,842	559,719
211	City Wide Assessment	(186,481)	(258,673)
212	Flood Assessment District	3,928	3,992
221	Gas Tax	132,646	97,418
226	Road Rehab Maintenance Account	27,134	69,235
231	State COPS 1913	132,725	169,661
233	Realignment	99,850	75,221
236	BSCC Grant	9,403	9,403
237	Homeland Security Grant	(1,793)	(1,793)
251	Traffic Safety	100,491	112,474
252	Asset Forfeiture	(22)	1,490
254	Vehicle Theft Deterrent	69,232	38,727
263	I-505 Overpass Grant	(717)	(717)
272	Boost Grant	11,556	11,044
278	Prop 84 Park Grant	(173,038)	
291	Beverage Recycling Fund	27,047	9,118
294	Transportation(Including Bus	22,119	72,801
299	After School Program	158,916	192,996
308	RSTP-Roundabout Grant	(207,816)	
322	EDBG 96-405 Cradwick Buildin	(526)	
341	Green House		31,137
356	RLF-HOME Program	156,095	172,220
358	Program Income Fund	665,096	709,561
386	2018-19 VFA Cash Balance		(5,553)
387	CWPP and GIS Grant		(22,035)
411	Street Impact Fee	78	(681)
412	Storm Impact Fee	170,103	171,384
413	Parks and Recreation Impact Fee	(334)	(12,372)
414	Police Impact Fee	286,932	268,424
415	Fire Impact Fee	464,161	486,274
416	General Facilities Impact Fe	588,344	623,426
417	Water Impact Fee	542,307	565,713
418	Sewer Impact Fee	387,042	390,809
419	Flood Fee	232,773	233,989
421	General Fund Capital	479,779	487,604
422	Landfill Capital	157,994	66,809
423	Street Capital	82,781	63,096
424	Parks and Recreation Capital	596,406	536,291
427	Capital Equipment Fund	298,680	270,367
429	Service Reserve	788,057	791,991
481	General Plan 1992 Study	(383,477)	(372,841)
482	Flood Control Study	1,330	1,352
492	RAJA Storm Drain	77,809	114,350
494	Capital Asset Recovery Fee	135,363	138,186
496	Storm Drain Non-Flood	240	244
501	General Debt Service	57,623	58,563
611	Water O & M	(16,365)	142,993
612	Water Reserve	150,920	155,146
615	07 Water Bonds	49,869	1,259
616	Water Conservation	25,283	24,883
617	Water Meter	403,021	405,437
621	Sewer O & M	1,386,737	1,313,467
622	Sewer Capital	159,386	159,421
651	Central Services	6,938	3,921
652	Central Service w PD & FD	41,286	10,267
771	RORF	593,992	137,829
831	Swim Team	73,523	71,514
833	Festival de la Comunidad	26,281	35,813
836	PCH HOA	15,544	15,798
838	WPD Youth Services	356	361
839	Youth Day	726	738
841	PD Cancer Fund	490	175

City of Winters  
Fund Balances Report  
Estimated Fund Balances as of February 28, 2019

Fund#	Fund Name	Audited			Transfers In/(Out)	Estimated Fund Balance February 28, 2019	Change From 6/30/2018
		Fund Balance June 30, 2018	Current Year Revenues	Current Year Expenditures			
101	General Fund	\$ (364,121)	\$ 2,904,310	\$ 3,723,475	\$ -	\$ (1,184,006)	\$ (819,885)
104	Fireworks Fund	(12,432)	55	-	-	(12,377)	55
105	Senior Fund	353	4	-	-	357	4
106	Monitoring Fee	1,740	20	-	-	1,760	20
107	City Park Maintenance	2,319	27	-	-	2,346	27
108	Munchkin Summer Camp	26,406	8,452	24,749	-	10,109	(16,297)
110	Housing Successor	36,177	-	-	-	36,177	-
112	Housing 04 TABS	150,000	-	-	-	150,000	-
113	2007 Housing TABS	837,011	5,569	497,120	-	345,460	(491,551)
115	Canine Program	8,503	36	7,500	-	1,039	(7,464)
116	Police Cadet Program	3,091	613	161	-	3,543	452
117	Community Garden	24	-	-	-	24	-
201	Fire Prevention Grant	884	11	-	-	895	11
208	First Time Homebuyer	87,053	1,002	-	-	88,055	1,002
209	In Lieu Affordable Housing	257,435	304,337	2,053	-	559,719	302,284
211	City Wide Assessment	(192,175)	106,535	180,861	-	(266,501)	(74,326)
212	Flood Assessment District	3,947	45	-	-	3,992	45
221	Gas Tax	129,245	91,087	122,924	-	97,408	(31,837)
225	Road M & R	42,511	67,484	40,760	-	69,235	26,724
231	State COPS 1913	132,725	103,936	67,000	-	169,661	36,936
233	Realignment Funds	100,202	858	25,839	-	75,221	(24,981)
235	BSCC Grant	9,403	-	-	-	9,403	-
237	Homeland Security Grant	(1,793)	-	-	-	(1,793)	-
251	Traffic Safety	106,501	5,973	-	-	112,474	5,973
252	Asset Forfeiture	231	1,259	-	-	1,490	1,259
254	Vehicle Theft Deterrent	69,475	592	31,341	-	38,726	(30,749)
263	I-505 Overpass Project	(717)	-	-	-	(717)	-
272	Boost Grant	5,918	5,126	11,044	-	-	(5,918)
289	Dry Slough Bridge	-	3,511	-	(3,511)	-	-
291	Beverage Recycling Grant	26,850	5,260	22,992	-	9,118	(17,732)
294	Transportation	57,262	166,060	154,031	3,511	72,802	15,540
299	After School Program	157,161	180,532	89,375	-	248,318	91,157
307	HRP Grant	150,000	-	-	-	150,000	-
313	STBG-96-1043 Housing and P	(29,070)	-	-	-	(29,070)	-
314	98-HOME-347 Grant	82,061	-	-	-	82,061	-
316	HOME-Choc Project	2,843,180	-	-	-	2,843,180	-
321	ED8G 99-688 Buckhorn	80,204	2,559	-	(11,603)	71,160	(9,044)
322	ED8G 96-405 Cradwick	210,886	2,812	-	(5,674)	208,024	(2,862)
341	Green House Reduction	-	31,137	-	-	31,137	31,137
351	RUF Housing Rehabilitation	105,993	3,182	-	(3,182)	105,993	-
352	RUF Affordable Housing	308,788	19,092	-	(53,292)	274,588	(34,200)
355	RUF Small Business	13,765	84	-	(11,439)	2,411	(11,355)
356	RUF HOME Program	363,528	1,358	1,789	15,000	378,097	14,569
358	Program Income Fund	649,533	6,406	17,280	70,191	708,850	59,317
386	2018-19 VFA Grant	-	-	5,553	-	(5,553)	(5,553)
387	CWPP and GIS Grant	-	-	22,035	-	(22,035)	(22,035)
411	Street Impact Fee	93,836	3,372	2,889	-	94,319	483
412	Storm Drain Impact Fee	199,635	3,396	1,647	-	201,384	1,749
413	Parks & Recreation Impact	3,220	2,131	2,181	-	3,170	(50)
414	Public Safety Impact Fee	289,271	11,956	30,557	-	270,670	(18,601)
415	Fire Impact Fee	467,316	23,371	1,671	-	489,016	21,700
416	General Facilities Impact	589,283	36,224	1,663	-	623,844	34,561
417	Water Impact Fee	543,197	24,223	1,708	-	565,712	22,515
418	Sewer Impact Fee	386,174	6,293	1,659	-	390,808	4,634
419	Flood Control Fee	232,634	2,667	1,313	-	233,988	1,354
421	General Fund Capital	482,056	5,548	-	-	487,604	5,548
422	Landfill Capital	150,714	1,260	85,165	-	66,809	(83,905)
423	Street Capital	77,263	47	14,215	-	63,095	(14,168)
424	Parks and Recreation Capit	596,406	390	60,505	-	536,291	(60,115)
427	Equipment Replacement Fund	488,054	8,835	38,522	-	458,367	(29,687)
429	Service Reserve Fund	1,059,022	2,790	-	-	1,061,812	2,790
481	General Plan 1992	(383,045)	-	-	10,637	(372,408)	10,637
482	Flood Control Study	(123,664)	15	-	-	(123,649)	15
492	RAJA Storm Drain	68,408	35,353	-	-	104,761	36,353
494	CARF	135,709	10,192	7,715	-	138,186	2,477
495	Monitoring Fee	-	10,637	-	(10,637)	-	-
496	Storm Drain Non-Flood	241	3	-	-	244	3
501	General Debt Service	57,856	666	-	-	58,562	666
611	Water O & M	3,997,368	1,067,822	776,687	(152,648)	4,135,855	138,487
612	Water Reserve	152,183	6,370	-	-	158,553	6,370
615	2007 Water Bonds	49,975	68	48,784	-	1,259	(48,716)
616	Water Conservation	25,327	108	553	-	24,882	(445)
617	Water Meter Fund	402,837	3,102	502	-	405,437	2,600
619	Water Debt Service Fund	(2,971,378)	-	161,270	152,648	(2,980,000)	(8,622)
621	Sewer O & M	6,962,669	1,238,479	1,047,515	(175,626)	6,977,007	14,338
622	Sewer Reserve	159,386	34	-	-	159,420	34
629	Sewer Debt Service	(3,504,755)	-	186,872	176,626	(3,515,001)	(10,246)
651	Central Service Overhead	788	394	1,162	-	20	(768)
652	Equipment Lease	3,676	-	3,676	-	-	(3,676)
771	RORF	(14,314,948)	545,013	674,272	-	(14,444,207)	(129,259)
772	RDA Trust	608,993	-	-	-	608,993	-
781	RDA Long Term Debt	1	-	-	-	1	-
803	Elderberry Mitigation Fund	270,506	-	13,647	-	256,859	(13,647)
831	Winters Library	71,509	18,486	18,532	-	71,463	(46)
833	Festival de La Comunidad	26,340	48,487	39,015	-	35,812	9,472
836	PCH HOA	15,618	180	-	-	15,798	180
838	WPD Youth Services	357	4	-	-	361	4
839	Youth Day Fund	730	8	-	-	738	8
841	PD Cancer Fund	490	1,361	1,676	-	175	(315)
911	General Fixed Assets	29,792,353	-	-	-	29,792,353	-



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: May 7, 2019

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

FROM: Shelly A. Gunby, Director of Financial Management/City Treasurer *Shelly*

SUBJECT: February 2019 Investment Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2018 through February 28, 2019.

**BACKGROUND:**

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2018 through February 28, 2019. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of February 2019 reflects interest from the CDBG and Money Market accounts only.

**FISCAL IMPACT:**

None

City of Winters  
Investment Earnings Report  
As of February 28, 2019

Fund	Description	February Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND		\$ 691
105	SENIOR FUND		4
106	MONITORING FEE		20
107	PARK MAINTENANCE FUND		27
108	MUNCHKINS SUMMER CAMP		27
113	2007 HOUSING TABS		5,569
115	CANINE PROGRAM FUND		36
116	POLICE CADET FUND		31
201	FIRE PREVENTION FUND		11
208	FIRST TIME HOMEBUYER		1,002
209	In Lieu Affordable Housing		2,027
212	FLOOD ASSESSMENT DISTRICT		45
221	GAS TAX FUND		602
231	STATE COPS 1913		7
233	Realignment Fund		858
251	TRAFFIC SAFETY		1,147
254	VEHICLE THEFT DETERRENT		592
291	BEVERAGE RECYCLE GRANT		260
299	AFTER SCHOOL PROGRAM		1,249
321	EDBG 99-688	619	2,559
322	EDBG 96-405 CRADWICK		2,812
351	RLF HOUSING REHAB	398	3,182
352	RLF AFFORDABLE HOUSING		19,092
355	RLF SMALL BUSINESS		84
356	RLF HOME PROGRAM		1,358
358	PROGRAM INCOME FUND		6,406
412	STORM IMPACT FEE		1,888
414	POLICE IMPACT FEE		3,252
415	FIRE IMPACT FEE		4,036
416	GENERAL FACILITY IMPACT FEE		4,296
417	WATER IMPACT FEE		5,198
418	SEWER IMPACT FEE		1,047
419	FLOOD OVERLAY		2,667
421	GENERAL FUND CAPITAL		5,548
422	LANDFILL CAPITAL		1,260
423	STREET CAPITAL		47
424	PARKS & REC CAPITAL		390
427	EQUIPMENT REPLACEMENT FUND		3,348
429	SERVICE RESERVE		2,790
482	FLOOD CONTROL STUDY		15
492	RAJA STORM DRAIN		458
494	CARF		843
496	STROM DRAIN NON-FLOOD		3
501	GENERAL DEBT SERVICE		666
612	WATER RESERVE		72
615	Water Bonds		68
616	WATER CONSERVATION		108
617	WATER METER FUND		2,212
621	SEWER O & M		8,164
622	SEWER RESERVE		34
831	SWIM TEAM		707
833	FESTIVAL DE LA COMUNIDAD		145
836	PCH HOA		180
838	WPD Youth Services		4
839	Youth Day Fund		8



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: May 7, 2019  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Shelly A. Gunby, Director of Financial Management/City Treasurer   
SUBJECT: March 2019 Treasurer Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for March 2019.

**BACKGROUND:**

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

General Fund

General Fund revenues are 56% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will was received in late January 2019, we received 47% of the budgeted amount.
- The first installment of Property Tax in lieu of VLF was received in late January 2019, we received 51% of the budgeted amount.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization, we have received 60% of projected revenues.
- Utility User Tax is received approximately 1-3 months after the utilities are used; UUT receipts are 71% of the budgeted amount.
- Building permit fees received are 64% of the budgeted amount.
- General Fund expenditures are 72% of budget, mostly because we take advantage of paying the entire unfunded liability invoice for the year in July of each year in order to save 7.5% on the amount that we pay to CalPERS each year. A small step towards limiting the

growth of the unfunded liability for the City.

Other funds:

Fund 211 City Wide Assessment District: The first installment of the City Wide Assessment was received in late January 2019 at the same time that we receive the property tax distribution from Yolo County. We received 40% of the budgeted amount.

Fund 611 Water: Water fund revenues are 78% of budget and expenditures are 69% of budget. Approved rate increases became effective for the September utility billing.

Fund 621 Sewer: Sewer fund revenues are 82% of budget and expenditures are 57% of budget. Approved rate increases became effective for the September utility billing.

**FISCAL IMPACT:**

None

City of Winters  
General Fund Revenue Summary  
July 1, 2018 through March 31, 2019

Account	Account Description	Budget 2018-2019	% Of Year Completed		75%
			Mach Actual	Year to Date Actual	25 % of Budget Received
101-41101	Property Tax	\$ 800,000		\$ 375,253	47%
101-41103	Property Tax in Lieu of VLF	620,313		314,827	51%
101-41104	1290 Pass Through	34,000		32,956	97%
101-41105	Residual RDA Revenues	36,000		87,017	242%
101-41401	Sales & Use Tax	669,294	42,212	403,487	60%
101-41402	Prop 172	40,295		20,611	51%
101-41403	Franchise Fee	267,000		125,216	47%
101-41404	Property Transfer Tax	22,000		12,355	56%
101-41405	Utility Tax	730,000	65,212	516,553	71%
101-41406	Municipal Services Tax	310,420	25,490	229,410	74%
101-41408	TOT Tax	296,006		5,856	2%
101-41407	Business Licenses	28,000	2,620	31,823	114%
101-46102	Building Permits	566,696	19,872	364,879	64%
101-46103	Encroachment Permit	6,000	65	2,736	46%
101-41507	Motor Vehicle in Lieu			3,500	
101-41509	Homeowners Property Tax Relief	15,000		7,122	47%
101-48106	Post Reimbursement	3,500		2,525	72%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	300	146	945	315%
101-42103	Plan Check Fees	175,279	5,298	106,463	61%
101-42104	Planning Application Fees	10,000	788	9,272	93%
101-42107	Project Monitoring Fees	4,000	547	15,222	381%
101-42108	Police Reports	500	88	951	190%
101-42109	Fingerprint Fees	3,000	296	2,979	99%
101-42111	Towing/DUI Reimbursement	500	85	865	173%
101-42112	Ticket Sign Off Fees	500	15	1,330	266%
101-42201	Recreation Fees	350	20	1,770	506%
101-42205	Basketball Revenues	7,500		9,560	127%
101-42211	Pool Ticket Sales	7,000		3,300	47%
101-42213	Pool Proceeds	500		948	190%
101-42212	Pool Concession Stand Revenues	11,000	1,430	7,178	65%
101-42215	Swim Passes	1,500		95	6%
101-42216	Swim Lessons	14,000		2,156	15%
101-42218	Swim Team Reimbursement	8,000		8,008	100%
101-42301	Park Rental	2,400	400	3,925	164%
101-42303	Community Center Rental	20,000	2,832	21,274	106%
101-42304	Community Center Insurance Collected	150		2,306	1537%
101-44101	Rents/Leases Revenues	85,678	6,799	67,254	78%
101-43151	Fire District Payments	266,356			0%
101-44102	Interest Earnings	1,000		691	69%
101-46106	Reinspect Fee	2,000		570	29%
101-48105	Cal Ema Grant	56,983	267	33,479	59%
101-49101	Contributions	93,088	5,291	51,897	56%
101-49102	Reimbursements/Refunds	27,000	100	5,274	20%
101-49104	Miscellaneous Revenues	3,000	39	2,627	88%
101-49106	Cash Over/Short			-63	
101-49109	Developer Planning Reimbursement			21,389	
101-49504	Successor Agency Admin Fee	250,000	20,833	187,263	75%
101-49999	Interfund Operating Transfer	1,500			0%
	<b>Total General Fund Revenues</b>	<b>\$ 5,497,608</b>	<b>\$ 200,745</b>	<b>\$ 3,105,054</b>	<b>56%</b>

City of Winters  
 Summary of Revenues  
 July 1, 2018 through March 31, 2019

Fund	Fund Description	Budget 2018-2019	March 2019 Actual	Actual Year to Date	Balance of Budget to be Received	% of Year Completed
						75
						--
						%
						% of Budget Received
101	General Fund	\$ 5,505,108	\$ 200,744	\$ 3,105,054	\$ 2,400,054	56%
104	Fireworks Fund			55	(55)	
105	Senior Fund	3		4	(1)	133%
106	Winters Swim Lessons	501		20	481	4%
108	Munchkin Summer Camp	27,214	10,920	19,372	7,842	71%
107	Park Maintenance	7		27	(20)	385%
113	2007 Housing TABS	501		5,569	(5,068)	1112%
115	Canine Program	200		36	164	18%
116	Police Cadet Fund	21		613	(592)	2919%
201	Fire Prevention Grant	10		11	(1)	110%
208	First Time Homebuyer In Lieu	1,000		1,002	(2)	100%
209	In Lieu Affordable Housing	1,500	35	304,372	(302,872)	20291%
211	City Wide Assessment	266,259	627	107,162	159,097	40%
212	Flood Assessment District	45		45		100%
221	Gas Tax	189,304	10,027	101,115	88,189	53%
226	Road Rehabilitation and Mainten	120,477	9,227	76,711	43,766	64%
231	State COP5 AB1913	100,000	14,798	118,734	(18,734)	119%
233	Realignment	20		858	(838)	4290%
251	Traffic Safety	6,260	30	6,003	257	96%
252	Asset Forfeiture	612		1,259	(647)	206%
254	Vehicle Theft Deterrent	18,029		592	17,437	3%
267	Grant Ave Improvement					
272	Boost Grant			5,126	(5,126)	
289	Dry Slough Bridge Grant		142	3,653	(3,653)	
291	Beverage Recycling	5,000		5,260	(260)	105%
294	Transportation	314,680	142	169,712	144,968	54%
299	AfTer School Program	157,980	33,839	214,371	(56,391)	136%
321	EDBG 99-688 Buckhorn	15,953	273	2,832	13,121	18%
322	EDBG 96-405 Cradwick	15,247		2,812	12,435	18%
341	Green House Grant			31,137	(31,137)	
351	RLF Housing Rehab		398	3,580	(3,580)	
352	RLF Affordable Housing			19,092	(19,092)	
355	RLF Small Business	8,757		84	8,673	1%
356	RLF HOME Program	181		16,358	(16,177)	9038%
358	Program Income	39,956	(1,836)	61,363	(21,407)	154%
411	Street Impact Fee	859,808		3,372	856,436	0%
412	Storm Drain Impact Fee	80,399		3,396	77,003	4%
413	Parks & Recreation Impact Fee	460,762	2,131	4,262	456,500	1%
414	Public Safety Impact Fee	274,350	394	12,350	262,000	5%
415	Fire Impact Fee	417,268	1,382	24,753	392,515	6%
416	General Facilities Impact Fee	335,246		36,224	299,022	11%
417	Water Impact Fee	653,282		24,223	629,059	4%
418	Sewer Impact Fee	565,294	33	6,326	558,968	1%
419	Flood Fees	361		2,667	(2,306)	739%
421	General Fund Capital	5,200		5,548	(348)	107%
422	Landfill Capital	200		1,260	(1,060)	630%
423	Street Capital	101	10	57	44	56%
424	Parks & Recreation Capital	289,352	87	477	288,875	0%
427	Capital Equipment	58,000		8,835	49,165	15%
429	Service Reserve Fund	2,700		2,790	(90)	103%
481	General Plan 1992	32,761		10,637	22,124	32%
482	Flood Control Study			15	(15)	
492	RAJA Storm Drain	445		36,353	(35,908)	8169%
494	CARF	22,204	763	10,955	11,249	49%
495	Monitoring Fee	32,761		10,637	22,124	32%
496	Storm Drain Non-Flood	2		3	(1)	150%
501	General Debt Service	94		666	(572)	709%
611	Water O & M	1,480,096	85,430	1,153,252	326,844	78%
612	Water Reserve	6,070		6,370	(300)	105%
615	07 Water Bonds			68	(68)	
616	Water Conservation	12,000		108	11,892	1%
617	Water Meter Fund	2,300		3,102	(802)	135%
619	Water Debt Service			152,648	(152,648)	
621	Sewer O & M	1,690,743	154,793	1,393,272	297,471	82%
622	Sewer Reserve			34	(34)	
629	Sewer Debt Service			176,626	(176,626)	
651	Centrak Service Overhead			394	(394)	
771	RORF	1,090,026		545,013	545,013	50%
803	Elderberry Mitigation	29,740			29,740	0%
831	Swim Team	30,836		18,486	12,350	60%
833	Festival de la Comunidad	10,012		48,487	(38,475)	484%
836	PCH HOA			180	(180)	
838	WPD Youth Services			4	(4)	
839	Youth Day			8	(8)	
841	PD Cancer Fund			1,361	(1,361)	
846	Quilt Festival	5			5	0%
<b>Total Revenues</b>		<b>\$ 15,237,243</b>	<b>\$ 524,389</b>	<b>\$ 8,089,213</b>	<b>\$ 7,148,030</b>	<b>53%</b>

City of Winters  
Summary of Expenditures  
July 1, 2018 through March 31, 2019

Fund	Fund Description	Budget 2018-2019	March 2019 Actual	% of Year Completed		% of Budget Used
				Year to Date Actual	Unused Budget	
101	General Fund Expenditures by Department					75%
110	City Council	\$ 16,774	\$ 37	\$ 726	\$ 16,048	4%
120	City Clerk	13,124	(546)	(5,915)	19,039	-45%
160	City Manager	149,551	6,147	107,575	41,976	72%
161	Economic Development & Housing	239,939	16,635	178,412	61,527	74%
170	Administrative Services	11,808	(9,179)	(12,112)	23,920	-103%
180	Finance	98,201	7,516	57,446	40,755	59%
210	Police Department	2,889,150	205,115	2,187,875	701,275	76%
310	Fire Department	1,114,680	(36,992)	830,869	283,811	75%
410	Community Development	92,994	6,815	57,672	35,322	62%
420	Building Inspections	327,548	23,965	248,528	79,020	76%
610	Public Works-Administration	243,137	12,010	137,328	105,809	56%
710	Recreation	29,977	2,133	12,127	17,850	40%
720	Community Center	111,959	5,386	74,160	37,799	66%
730	Swimming Pool	150,840	9,958	97,711	53,129	65%
999	Transfers Out			435.00	(435.00)	
	Total General Fund Expenditure	\$ 5,489,682	\$ 249,000	\$ 3,972,402	\$ 1,517,280	72%
106	Monitoring Fee	500			500	
105	Senior Fund	150			150	
107	Park Maintenance	44,718			44,718	
108	Munchkin Summer Camp		360	25,109	(25,109)	
113	2007 Housing TABS	1,000	1,658	498,778	(497,778)	999%
115	Police Canine Program	400		7,500	(7,100)	999%
116	Police Cadet Program	400		161	239	40%
201	Fire Prevention Grant	201			201	
209	In Lieu Affordable Housing	330		2,053	(1,723)	622%
211	City Wide Assessment	270,764	13,992	194,853	75,911	72%
221	Gas Tax Fund	172,298	16,263	139,187	33,111	81%
226	Road M & R	120,000		40,760	79,240	34%
231	State COPS 1913	120,428	7,474	74,474	45,954	62%
233	Realignment	5,383		25,839	(20,456)	480%
251	Traffic Safety	72,200			72,200	
252	Asset Forfeiture	996			996	
254	Vehicle Theft Deterrent	53,400		31,341	22,059	59%
272	Boost Grant			11,044	(11,044)	
289	Dry Slough Bridge		142	3,653	(3,653)	
291	Beverage Recycling Grant	5,000	6,077	29,069	(24,069)	581%
294	Transportation	267,985	2,803	156,835	111,150	59%
299	After School Program	158,408	20,006	109,381	49,027	69%
321	EDBG 99-688 Buckhorn	15,954	(1,450)	10,152	5,802	64%
322	EDBG 405-Cradwick	15,248		5,674	9,574	37%
351	RLF Housing Rehab	4,773	(398)	2,784	1,989	58%
352	RLF Affordable Housing			53,292	(53,292)	
355	RLF Small Business	8,113		11,439	(3,326)	141%
356	RLF HOME Program			1,789	(1,789)	
358	Program Income			3,882	(3,882)	
386	2018-19 VFA Grant			5,553	(5,553)	
387	CWPP and GIS Grant		3,465	25,500	(25,500)	
411	Street Impact Fee	2,162	6,123	9,012	(6,850)	417%
412	Storm Drain Impact Fee	299	25	1,672	(1,373)	559%
413	Park & Recreation Impact Fee	1,100	92	2,273	(1,173)	207%
414	Public Safety Impact Fee	57,629	6,393	36,950	20,679	64%
415	Fire Impact Fee	336	28	1,699	(1,363)	506%
416	General Facility Impact Fee	324	27	1,690	(1,366)	522%
417	Water Impact Fee	384	32	1,740	(1,356)	453%
418	Sewer Impact Fee	324	27	1,686	(1,362)	520%
419	Flood Fees		34,609	35,922	(35,922)	
422	Landfill Capital	93,091	1,326	86,491	6,600	93%
423	Street Capital		2,576	16,791	(16,791)	
424	Parks & Recreation Capital	280,000	28,572	89,077	190,923	32%
427	Equipment Replacement Fund	57,300	6,502	45,024	12,276	79%
429	Service Reserve	40,000			40,000	
494	CARF			7,715	(7,715)	
495	Monitoring Fee	32,761		10,637	22,124	32%
611	Water O & M	1,440,654	68,925	998,336	442,318	69%
615	07 Water Bonds			48,784	(48,784)	
616	Water Conservation Fund	28,679	57	609	28,070	2%
617	Water Meter Fund	20,528	22	524	20,004	3%
619	Water Debt Service			161,270	(161,270)	
621	Sewer O & M	2,352,582	110,779	1,334,920	1,017,662	57%
629	Sewer Debt Service			186,872	(186,872)	
651	Central Service Overhead		20	1,182	(1,182)	
652	Equipment Fund	1		3,676	(3,675)	999%
771	RORF	1,090,025	20,833	695,105	394,920	64%
803	Elderberry Trust			13,647	(13,647)	
831	Swim Team	54,928		18,532	36,396	34%
833	Festival de la Comunidad	7,950		39,015	(31,065)	491%
841	PD Cancer Fund			1,676	(1,676)	
	Total Expenditures	\$ 12,389,388	\$ 606,360	\$ 9,295,031	\$ 3,094,357	75%

City of Winters  
Cash and LAIF Balances Report  
As of March 31, 2019

Fund	Description	Balance	
		June 30, 2019	March 31, 2019
101	General Fund	\$ (72,624)	\$ (796,298)
104	Fireworks Fund	(12,253)	(12,377)
105	Senior Fund	351	357
106	Monitoring Fee	1,732	1,760
107	Park Maintenance	2,308	2,345
108	Munchkin Summer Camp	28,808	20,670
110	Housing Successor Agency	(98,487)	(95,487)
113	Housing 2007 Tabs	833,127	344,737
115	Canine Program	8,463	1,039
116	Police Cadet	3,078	3,543
117	Community Garden Fund	24	24
201	Fire Prevention Grant	962	977
208	First Time Homebuyer	86,642	88,055
209	In Lieu Affordable Housing	256,842	559,754
211	City Wide Assessment	(186,481)	(278,743)
212	Flood Assessment District	3,928	3,992
221	Gas Tax	132,646	(24,498)
226	Road Rehab Maintenance Account	27,134	78,463
231	State COPS 1913	132,725	177,063
233	Realignment	99,850	75,221
236	BSCC Grant	9,403	9,403
237	Homeland Security Grant	(1,793)	(1,793)
251	Traffic Safety	100,491	112,504
252	Asset Forfeiture	(22)	1,490
254	Vehicle Theft Deterrent	69,232	38,727
263	I-505 Overpass Grant	(717)	(717)
272	Boost Grant	11,556	
278	Prop 84 Park Grant	(173,038)	
291	Beverage Recycling Fund	27,047	3,041
294	Transportation(Including Bus Se	22,119	77,054
299	After School Program	158,916	215,380
308	RSTP-Roundabout Grant	(207,816)	
321	EDBG 99-688 Buckhorn		2,901
322	EDBG 96-405 Cradwick Building	(526)	
341	Green House		31,137
351	RLF Housing Rehab		796
356	RLF-HOME Program	156,095	170,750
358	Program Income Fund	665,096	707,014
386	2018-19 VFA Cash Balance		(5,553)
387	CWPP and GIS Grant		(25,500)
411	Street Impact Fee	78	(6,804)
412	Storm Impact Fee	170,103	171,359
413	Parks and Recreation Impact Fee	(334)	(10,332)
414	Police Impact Fee	286,932	268,791
415	Fire Impact Fee	464,161	487,628
416	General Facilities Impact Fee	588,344	623,399
417	Water Impact Fee	542,307	565,681
418	Sewer Impact Fee	387,042	390,815
419	Flood Fee	232,773	199,379
421	General Fund Capital	479,779	487,604
422	Landfill Capital	157,994	66,787
423	Street Capital	82,781	61,306
424	Parks and Recreation Capital	596,406	536,378
427	Capital Equipment Fund	298,680	270,367
429	Service Reserve	788,057	791,991
481	General Plan 1992 Study	(383,477)	(372,841)
482	Flood Control Study	1,330	1,352
492	RAJA Storm Drain	77,809	114,350
494	Capital Asset Recovery Fee	135,363	138,949
496	Storm Drain Non-Flood	240	244
501	General Debt Service	57,623	58,563
611	Water O & M	(16,365)	179,183
612	Water Reserve	150,920	155,773
615	07 Water Bonds	49,869	1,259
616	Water Conservation	25,283	24,826
617	Water Meter	403,021	405,415
621	Sewer O & M	1,386,737	1,382,068
622	Sewer Capital	159,386	159,421
651	Central Services	6,338	3,036
652	Central Service w PD & FD	41,286	16,911
771	RORF	593,992	116,996
831	Swim Team	73,523	71,514
833	Festival de la Comunidad	26,281	35,813
836	PCH HOA	15,544	15,798
838	WPD Youth Services	356	361
839	Youth Day	726	738
841	PD Cancer Fund	490	175
Total Cash and LAIF Balances		\$ 9,966,196	\$ 8,901,484

City of Winters  
Fund Balances Report  
Estimated Fund Balances as of March 31, 2019

Fund#	Fund Name	Audited			Transfers In/(Out)	Estimated Fund	
		Fund Balance 6/30/2018	Current Year Revenues	Current Year Expenditures		Balance 3/31/2019	Change From 6/30/2018
101	General Fund	\$ (364,121)	\$ 3,105,054	\$ 3,972,838	\$ -	\$ (1,231,905)	\$ (867,784)
104	Fireworks Fund	(12,432)	55	-	-	(12,377)	55
105	Senior Fund	353	4	-	-	357	4
106	Monitoring Fee	1,740	20	-	-	1,760	20
107	City Park Maintenance	2,319	27	-	-	2,346	27
108	Munchkin Summer Camp	26,406	19,372	25,109	-	20,669	(5,737)
110	Housing Successor	36,177	-	-	-	36,177	-
112	Housing 04 TABS	150,000	-	-	-	150,000	-
113	2007 Housing TABS	837,011	5,569	498,778	-	343,802	(493,209)
115	Canine Program t	8,503	36	7,500	-	1,039	(7,464)
116	Police Cadet Program	3,091	613	161	-	3,543	452
117	Community Garden	24	-	-	-	24	-
201	Fire Prevention Grant	884	11	-	-	895	11
208	First Time Homebuyer	87,053	1,002	-	-	88,055	1,002
209	In Lieu Affordable Housing	257,435	304,372	2,053	-	559,754	302,319
211	City Wide Assessment	(192,175)	107,162	194,853	-	(279,866)	(87,691)
212	Flood Assessment District	3,947	45	-	-	3,992	45
221	Gas Tax	129,245	101,115	139,187	-	91,173	(38,072)
226	Road M & R	42,511	76,711	40,760	-	78,462	35,951
231	State COPS 1913	132,725	118,734	74,474	-	176,985	44,260
233	Realignment Funds	100,202	858	25,839	-	75,221	(24,981)
236	BSCC Grant	9,403	-	-	-	9,403	-
237	Homeland Security Grant	(1,793)	-	-	-	(1,793)	-
251	Traffic Saftzy	106,501	6,003	-	-	112,504	6,003
252	Asset Forfeiture	231	1,259	-	-	1,490	1,259
254	Vehicle Theft Deterrent	69,475	592	31,341	-	38,726	(30,749)
263	I-505 Overpass Project	(717)	-	-	-	(717)	-
272	Boost Grant	5,918	5,126	11,044	-	-	(5,918)
289	Dry Slough Bridge	-	3,653	-	(3,653)	-	-
291	Beverage Recycling Grant	26,850	5,260	29,069	-	3,041	(23,809)
294	Transportation	57,262	166,060	156,835	3,653	70,140	12,878
299	After School Program	157,161	214,371	109,381	-	262,151	104,990
307	HRP Grant	150,000	-	-	-	150,000	-
313	STBG-96-1043 Housing and P	(28,070)	-	-	-	(29,070)	-
314	98-HOME-347 Grant	82,061	-	-	-	82,061	-
316	HOME-Choc Project	2,843,180	-	-	-	2,843,180	-
321	EDBG 99-688 Buckhorn	80,204	2,832	-	(10,152)	72,884	(7,320)
322	EDBG 96-405 Cradwick	210,886	2,812	-	(5,674)	208,024	(2,862)
341	Green House Reduction	-	31,137	-	-	31,137	31,137
351	RLF Housing Rehabilitation	105,993	3,580	-	(2,784)	106,789	796
352	RLF Affordable Housing	308,788	19,092	-	(53,292)	274,588	(34,200)
355	RLF Small Business	13,766	84	-	(11,439)	2,411	(11,355)
356	RLF HOME Program	363,528	1,358	1,789	15,000	378,097	14,569
358	Program Income Fund	649,533	6,418	17,280	68,342	707,013	57,480
386	2018-20191 VFA Grant	-	-	5,553	-	(5,553)	(5,553)
387	CWPP and GIS Grant	-	-	25,500	-	(25,500)	(25,500)
411	Street Impact Fee	93,836	3,372	9,012	-	88,196	(5,640)
412	Storm Drain Impact Fee	199,635	3,396	1,672	-	201,359	1,724
413	Parks & Recreation Impact	3,220	4,262	2,273	-	5,209	1,989
414	Public Saftzy Impact Fee	289,271	12,350	36,950	-	264,671	(24,600)
415	Fire Impact Fee	467,316	24,753	1,699	-	490,370	23,054
416	General Facilities Impact	589,283	36,224	1,690	-	623,817	34,534
417	Water Impact Fee	543,197	24,223	1,740	-	565,680	22,483
418	Sewer Impact Fee	386,174	6,326	1,686	-	390,814	4,640
419	Flood Control Fee	232,634	2,667	35,922	-	199,379	(33,255)
421	General Fund Capital	482,056	5,548	-	-	487,604	5,548
422	Landfill Capital	150,714	1,260	86,491	-	65,483	(85,231)
423	Street Capital	77,263	57	16,791	-	60,529	(16,734)
424	Parks and Recreation Capit	596,406	477	89,077	-	507,806	(88,600)
427	Equipment Replacement Fund	488,054	8,835	45,024	-	451,865	(36,189)
429	Service Reserve Fund	1,059,022	2,790	-	-	1,061,812	2,790
481	General Plan 1992	(383,045)	-	-	10,637	(372,408)	10,637
482	Flood Control Study	(123,664)	15	-	-	(123,649)	15
492	RAJA Storm Drain	68,408	36,353	-	-	104,761	36,353
494	CARF	135,709	10,955	7,715	-	138,949	3,240
495	Monitoring Fee	-	10,637	-	(10,637)	-	-
496	Storm Drain Non-Flood	241	3	-	-	244	3
501	General Debt Service	57,896	666	-	-	58,562	666
611	Water O & M	3,997,368	1,153,252	845,253	(152,648)	4,152,719	155,351
612	Water Reserve	152,183	6,370	-	-	158,553	6,370
615	2007 Water Bonds	49,975	68	48,784	-	1,259	(48,716)
616	Water Conservation	25,327	108	609	-	24,826	(501)
617	Water Meter Fund	402,837	3,102	524	-	405,415	2,578
619	Water Debt Service Fund	(2,971,378)	-	161,270	152,648	(2,980,000)	(8,622)
621	Sewer O & M	5,962,669	1,393,272	1,158,293	(176,626)	7,021,022	58,353
622	Sewer Reserve	159,386	34	-	-	159,420	34
629	Sewer Debt Service	(3,504,755)	-	186,872	176,626	(3,515,001)	(10,246)
651	Central Service Overhead	788	394	1,182	-	-	(788)
652	Equipment Lease	3,676	-	3,676	-	-	(3,676)
771	RORF	(14,314,948)	545,013	695,105	-	(14,465,040)	(150,092)
772	RDA Trust	608,993	-	-	-	608,993	-
781	RDA Long Term Debt	1	-	-	-	1	-
803	Elderberry Mitigation Fund	270,506	-	13,647	-	256,859	(13,647)
831	Winters Library	71,509	18,486	18,532	-	71,463	(46)
833	Festival de La Comunidad	26,340	48,487	39,015	-	35,812	9,472
836	PCH HOA	15,618	180	-	-	15,798	180
838	WPD Youth Services	357	4	-	-	361	4
839	Youth Day Fund	730	8	-	-	738	8
841	PD Cancer Patch Fund	490	1,361	1,676	-	175	(315)
911	General Fixed Assets	29,792,353	-	-	-	29,792,353	-
Totals		\$ 33,623,709	\$ 7,675,705	\$ 8,881,524	\$ 1	\$ 32,417,891	\$ (1,205,818)



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: May 7, 2019  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Shelly A. Gunby, Director of Financial Management/City Treasurer   
SUBJECT: March 2019 Investment Report

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2018 through March 31, 2019.

**BACKGROUND:**

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2018 through March 31, 2019. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of March 2019 reflects interest from the CDBG and Money Market accounts only.

**FISCAL IMPACT:**

None

City of Winters  
Investment Earnings Report  
As of March 31, 2019

Fund	Description	March Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND		\$ 691
105	SENIOR FUND		4
106	MONITORING FEE		20
107	PARK MAINTENANCE FUND		27
108	MUNCHKINS SUMMER CAMP		27
113	2007 HOUSING TABS		5,569
115	CANINE PROGRAM FUND		36
116	POLICE CADET FUND		31
201	FIRE PREVENTION FUND		11
208	FIRST TIME HOMEBUYER		1,002
209	In Lieu Affordable Housing	35	2,061
212	FLOOD ASSESSMENT DISTRICT		45
221	GAS TAX FUND		602
231	STATE COPS 1913	2	10
233	Realignment Fund		858
251	TRAFFIC SAFTEY		1,147
254	VEHICLE THEFT DETERRENT		592
291	BEVERAGE RECYCLE GRANT		260
299	AFTER SHCOOL PROGRAM		1,249
321	EDBG 99-688	273	2,832
322	EDBG 96-405 CRADWICK		2,812
351	RLF HOUSING REHAB	398	3,580
352	RLF AFFORDABLE HOUSING		19,092
355	RLF SMALL BUSINESS		84
356	RLF HOME PROGRAM		1,358
358	PROGRAM INCOME FUND	12	6,418
412	STORM IMPACT FEE		1,888
414	POLICE IMPACT FEE		3,252
415	FIRE IMPACT FEE		4,036
416	GENERAL FACILITY IMPACT FEE		4,296
417	WATER IMPACT FEE		5,198
418	SEWER IMPACT FEE	33	1,080
419	FLOOD OVERLAY		2,667
421	GENERAL FUND CAPITAL		5,548
422	LANDFILL CAPITAL		1,260
423	STREET CAPITAL	10	57
424	PARKS & REC CAPITAL	87	477
427	EQUIPMENT REPLACEMENT FUND		3,348
429	SERVICE RESERVE		2,790
482	FLOOD CONTROL STUDY		15
492	RAJA STORM DRAIN		458
494	CARF		843
496	STROM DRAIN NON-FLOOD		3
501	GENERAL DEBT SERVICE		666
612	WATER RESERVE		72
615	Water Bonds		68
616	WATER CONSERVATION		108
617	WATER METER FUND		2,212
621	SEWER O & M		8,164
622	SEWER RESERVE		34
831	SWIM TEAM		707
833	FESTIVAL DE LA COMUNIDAD		145
836	PCH HOA		180
838	WPD Youth Services		4
839	Youth Day Fund		8
Total Investment Earnings		<u>\$ 850</u>	<u>\$ 100,002</u>