



Winters City Council Meeting

City Council Chambers - 318 First Street, and Teleconference via ZOOM

To join Zoom meeting: <https://us02web.zoom.us/j/82177903843> or

Dial In: 1-669-900-6833 - Meeting ID: 821 7790 3843

Tuesday, June 16, 2020

6:30 p.m.

AGENDA

Members of the City Council

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

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

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

CONSENT CALENDAR

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

- A. **DUE TO THE LENGTH OF THE JUNE 2, 2020 CITY COUNCIL MEETING, THE MEETING MINUTES WILL BE INCLUDED ON THE AGENDA OF THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING ON JULY 7, 2020.**
- B. Purchase of OpenGov Budgeting & Planning Software (pp. 5-41)
- C. Association Side Letter Agreements (pp. 42-50)
- D. Cooperator Agreement with Yolo RCD - Arundo Eradication Program (pp. 51-57)
- E. Resolution 2020-29, a Resolution of the City Council of the City of Winters Accepting an Irrevocable Offer of Dedication (IOD) of Right of Way and Easements for Sidewalk and Pedestrian Access Purposes for the Winters Highlands (Stone's Throw) Phase 1A Subdivision (pp. 58-79)
- F. Proclamation Celebrating June 2020 as World Elder Abuse Awareness Month (pp. 80)
- G. Implementation of Paymentus Credit Card Services (pp. 81-95)
- H. Local Early Action Planning Grant Application (pp. 96-99)

PRESENTATIONS: None

DISCUSSION ITEMS

1. Review Winters Policy Department Draft Automated License Plate Reader (ALPR) Policy (pp. 100-126)
2. Resolution 2020-30, a Resolution of the City Council of the City of Winters Approving and Adopting a Budget of Estimated Revenues and Expenditures for Fiscal Year 2020-2021 (pp. 127-136)
3. Update on Elections Code Section 9212 Report (Oral Report Provided by by City Attorney)

Executive Session

Safe Harbor for Closed Session Pursuant to G.C. Section 54954.5

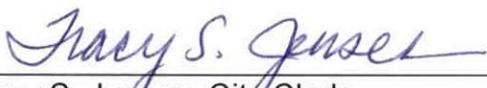
1. Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager
2. Pursuant to Government Code Section 54956.9 – Conference with Legal Counsel – Anticipated Litigation (One Matter)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 16, 2020 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on June 11, 2020, and made available to the public during normal business hours.



Tracy S. Jensen, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6702. Agendas and staff reports are available on the city web page at www.cityofwinters.org/administrative/admin_council.htm

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

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

The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable

means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.

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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.

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City Hall – Finance Office - 318 First Street

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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Purchase of OpenGov Budgeting & Planning Software

RECOMMENDATION:

1. Approve the purchase and implementation of OpenGov Budgeting, Financial Planning and Transparency software for development of the City Budget and improving financial reporting and transparency.
2. Authorize the City Manager to execute the agreement with OpenGov.

BACKGROUND:

The City currently develops the annual budget through manual processes and spreadsheets-based workflows that are inefficient and time consuming. As a part of the succession planning the City of Winters is implementing, there is a need to have a repeatable, streamlined process to ensure a successful budget preparation and financial reporting system as our organization changes. OpenGov's budgeting and planning software will eliminate the need for manual tools such as Excel and will drastically reduce the time spent developing the budget while offering an easy-to-use, highly secure, cloud-based system designed specifically for government workflows. Other governments using the software report as much as a 50% decrease in the time spent on creating the budget. The software will also enhance our ability to create a GFOA award winning budget book. In addition to improvements in the budgeting process, OpenGov will integrate with our current accounting system to provide real-time reports for department heads and the City Council, helping to enhance decision-making, broaden transparency, and foster accountability and collaboration throughout City departments.

FISCAL IMPACT:

2020-2021 cost including set up and training \$36,925.00
2021-2022 and future years \$24,200 per year

ATTACHMENTS

Open Gov Agreement
Executive Plan Letter



OpenGov Inc. 955 Charter Street
 Redwood City, CA 94063
 United States

Order Form Number: OG-00004550
Created On: 05/19/2020
Order Form Expiration: 06/30/2020
Subscription Start Date: 07/01/2020
Subscription End Date: 06/30/2025

Sales Representative: Andrew Kercado
Email: akercado@opengov.com
Contract Terms (Years) : 5.00

Customer Information		
Customer: City of Winters, CA	Primary Contact: Shelly Gunby	Billing Contact: Shelly Gunby
Bill To/Ship To: 318 First Street Winters, California 95694 United States	Email: shelly.gunby@cityofwinters.org Phone: 530-795-4910	Email: shelly.gunby@cityofwinters.org Phone: 530-795-4910

Order Details	Description:
Billing Frequency: Annual Payment Terms: Net 30	

SOFTWARE SERVICES

Product	Description	Start Date	End Date	Annual Contract Value
OpenGov Software	Budgeting and Planning	07/01/2020	06/30/2021	\$16,465.00
OpenGov Software	Budgeting and Planning	07/01/2021	06/30/2025	\$24,200.00

PROFESSIONAL SERVICES

Product	Description	Total
OpenGov Deployment	Professional Services Deployment - Prepaid	\$20,460.00

BILLING TABLE

Billing Date	Amount Due
July 1, 2020	\$36,925.00
July 1, 2021	\$24,200.00
July 1, 2022	\$24,200.00
July 1, 2023	\$24,200.00
July 1, 2024	\$24,200.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement.

City of Winters, CA
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

OpenGov, Inc.
 Signature: _____
 Name: _____
 Title: _____
 Date: _____



Statement of Work

City of Winters, CA

OpenGov Budgeting and Planning Solution

Created By TJ Isselhard

SOW Creation Date 03/20/20

Version: 2

Document Number: DD-00915



1. Objective

1.1. Summary

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for City of Winters, CA ("Customer") pursuant to the order for Professional Services agreed to by the parties ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the Budgeting and Planning Solution for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the suites of the OpenGov Cloud.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the OpenGov Cloud.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the Budgeting and Planning Solution. The below Phases and their associated tasks are organized based on Customer's solution. Phases and tasks may start concurrently or prior to the previous Phase's tasks being completed.

Phase 1: Kickoff and Project Planning Phase

- OpenGov to work with Customer to hold a Project Kickoff and create a Project Plan.

Phase 2: Chart of Accounts (CoA)

- Customer will provide OpenGov with source data for CoA.
- OpenGov will configure the CoA in OpenGov Platform for functional review
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 3: Financial Integration

- OpenGov will work with Customer to configure Financial Integration.



- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 4: Reporting and Transparency Platform

- OpenGov will work with Customer to configure Transparency, Reporting, and Dashboards.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 5: Budgeting and Planning

- OpenGov will work with Customer to configure Operating Budget and Workforce Planning.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 6: Online Budget Book

- OpenGov will work with Customer to configure Online Budget Book.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 7: Project Closure

2.2. Deliverables

OpenGov Budgeting and Planning Solution	
Functionality	Deliverables
Chart of Accounts	<ul style="list-style-type: none"> • Review and feedback of Customer's source system general ledger chart of accounts • Chart of accounts functional build and review • Chart of accounts configuration and peer review
Financial Integration	<ul style="list-style-type: none"> • Integration of Customer Financial System • Integration of budget and actuals, with transaction-level detail up to 10 years • Single system connector • Design, map, and validate data from the system • OpenGov Assumes: <ul style="list-style-type: none"> ○ The data will be linked to the Customer's chart of accounts. ○ OpenGov will perform the validation for data accuracy for the Integration, working jointly with the Customer team to approve the Financial Integration data.

	<ul style="list-style-type: none"> ○ OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract. ○ When the source accounting software is hosted by a third party vendor on behalf of the customer, the customer is responsible for brokering OpenGov's access to the customer's data residing at the vendor's premises in accordance with OpenGov's data formatting requirements. ○ Integration is unidirectional from the Customer's accounting software into OpenGov.
Reporting and Transparency Platform	<p>Transparency (Stories and Open Town Hall)</p> <ul style="list-style-type: none"> ● Configure 1 OpenGov standard story ● Open Town Hall site setup and forum theming ● Development of 1 standard Open Town Hall topic <p>Reporting & Analytics</p> <ul style="list-style-type: none"> ● 4 Standard Reports (Annual, Budget to Actuals, Change in Fund Balance and Transactions) ● 4 department-specific Budget to Actuals reports <p>Dashboards</p> <ul style="list-style-type: none"> ● Configure up to 2 Economic Vitality Dashboards of Customer choosing ● 1 financial dashboard for each of the 4 departments, totaling to 4 dashboards ● 6 financial tiles per dashboard, totaling 24 tiles
Budgeting and Planning	<p>Operating Budget, including Workforce Planning</p> <ul style="list-style-type: none"> ● Budget Builder setup to complete Customer's Operating Budget ● Creation of up to 5 worksheet shells ● 2 budgeting reports (Budget to Actuals and Milestones) ● Workforce planning configuration based on Customer-provided documentation and cost elements ● 1 Workforce plan ● Data formatting and loading ● Validate calculations ● Administrator training
Online Budget Book	<ul style="list-style-type: none"> ● Conceptualizing Sessions to build Online Budget Book ● Customize up to 6 OpenGov standard templates, including landing page, budget message, performance

	<p>page, department page, capital page, and financial forecast to support Online Budget Book</p> <ul style="list-style-type: none"> • Administrator training • Go-live support up to one week after Online Budget Book launch
Total Estimated Hours	Up to 124 hours

2.3. Assumptions and Exclusions

- The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.
- This SOW does not include an API integration.

3. Schedule

OpenGov will schedule resources for this project upon signature of the Order Form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the "OpenGov Project Manager") upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer’s environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov’s proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please

note, OpenGov software is optimized for Google Chrome.

9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order. The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$5,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

1. Appendix 1

Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. Analyze and Design

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Process Flow Documents, Solution Document
- c. **Summary:** Analyze and Design Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Process Flow and Solution Document will be created that outlines how the solutions will be implemented.

2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Solution Configuration, Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Analyze and Design Phase. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Data Validation, Customer Review
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has been completed, the Customer will validate that data is being represented accurately in the solution. If any issues are found, OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of by the Customer.

4. Deploy Phase

- a. **Key Activities:** Administrator Training
- b. **Key Work Products:** Project Documentation
- c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process and prep for Go Live of the solution. All project documentation will be provided at this point to the Customer OpenGov Administrator documenting the solution configuration and any specific process flows or user guides. At this point, the solution will be configured and ready to Go Live to end users.

5. Own and Enable Phase

- a. **Key Activities:** Go Live, User Training, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Acceptance, Transition
- c. **Summary:** The purpose of the Own and Enable phase is to complete the User Training process, Go Live with the solution, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.



OpenGov and Winters, CA

OpenGov Budgeting & Planning Executive Plan Letter

Andrew Kercado

Account Executive
akercado@opengov.com
(805) 878-9706

Mike Mattson, CPA

VP - Local Government
mmattson@opengov.com
(561) 251-3665

Zac Bookman

CEO
zbookman@opengov.com
(202) 365-5010



March 20th, 2020

Winters City Hall
318 1st Street
Winters, CA 95694

RE: OpenGov Budgeting & Planning Project Plan Letter

Dear Winters Team,

We at OpenGov are excited by the potential to partner with the City around goals to:

- Improve and simplify the budget process for current and future staff
- Streamline creation of the budget document
- Provide automated financial reports for management & council via integration to MOMS
- Help City engage residents via transparency

We are pleased to present in the following pages our solutions that we believe will meet and exceed the City's goals for a Budgeting and Reporting platform. OpenGov's modern, cloud-based software offers mission-critical functionalities, including data integrity, historical reporting, easy importing and exporting of data, robust budgeting, and interactive reporting for both council members and resident stakeholders. In addition, our solution's capabilities and integrations with the City's already existing technology suite will help reduce data duplication, increase cross-departmental visibility and participation, and help staff be more efficient.

OpenGov's mission is to power more effective and accountable government, and we seek to produce 'raving fans' in our work. We will put the entire organization behind you to ensure this project exceeds expectations should you expand your partnership with us for this critical area. If there is anything we can do for you, please do not hesitate to ask.

Sincerely,

Andrew Kercado
Account Executive

Mike Mattson, CPA
VP – Local Government

Zac Bookman
CEO

Executive Summary

OpenGov is the leader in Enterprise Cloud Solutions for Local Government. Founded in 2012, OpenGov is backed by the nation's leading venture firms, including Andreessen Horowitz and 8VC.

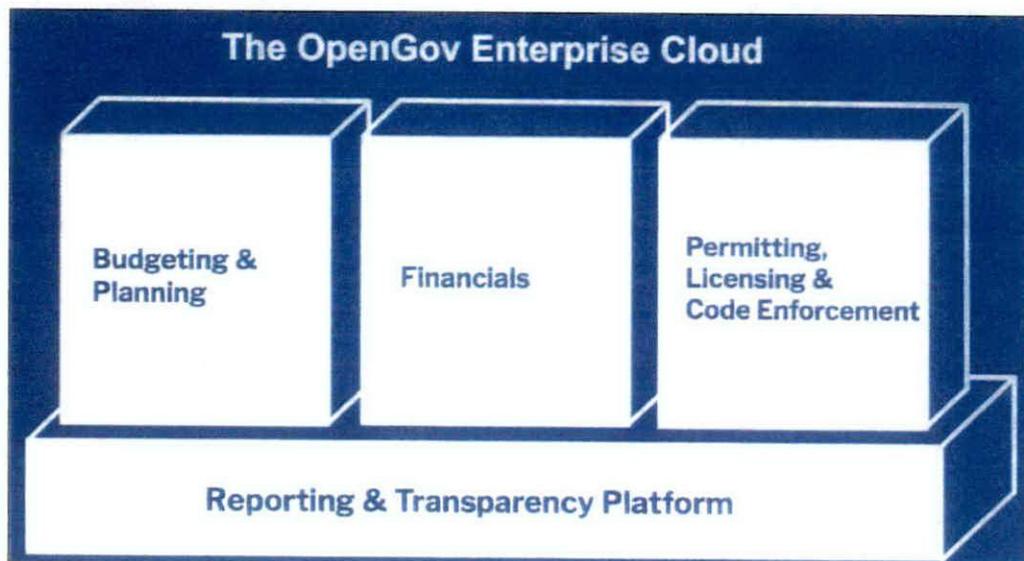
OpenGov has over 250 employees and is headquartered in Redwood City, CA, with additional offices in Portland, OR; Chicago, IL; Boston, MA; Los Angeles, CA; and Dallas, TX.

OpenGov currently serves over 1,000 governments ranging in size, including nearby Davis, Woodland, Yountville, and West Sacramento.

OpenGov is presenting the following solutions to Winters for consideration:

- **The OpenGov Cloud™:** The OpenGov Cloud™ is the only integrated cloud solution for budgeting, performance, communications and reporting. This multi-tenant Software-as-a-Service ("SaaS") solution connects stakeholders to the budget process, engages them for real-time feedback, accurately forecasts personnel costs, and integrates with key government systems, resulting in improved outcomes, enhanced internal efficiencies, and more time for strategic planning.
- **Budgeting and Planning:** The OpenGov integrated budgeting and planning solution to aggregates and synchronizes financial and non-financial data. Streamline and transform your budget process from the initial stages of planning and personnel forecasting on through final publication while enabling collaboration throughout.
- **Reporting and Transparency:** Build trust by simplifying and streamlining the collection, analysis, and communication of complex information with the OpenGov reporting and transparency solution.

In addition to the scoped solutions above, OpenGov also offers the leading cloud based Permitting, Licensing, & Code Enforcement platform, and the leading Cloud ERP - OpenGov Financials.



The OpenGov Advantage

- **Built From the Ground Up for Government**

OpenGov is solely focused on serving government. OpenGov's software offers a unique (and patented) Chart of Accounts (CoA) Engine that enables OpenGov's products to map to any government's unique Chart of Accounts' organization. By mapping directly to the customer's CoA, OpenGov offers accurate and flexible reporting that is consistent with the customer's prior reporting formats and allows users to drill-down and explore data to the object level.

- **Best Choice for Budget and Performance**

Budgeting and performance are intrinsically connected. Today's state agencies must optimize budgets to drive performance outcomes. With OpenGov, agency leaders can now streamline and transform their end-to-end budgeting process, seamlessly tie budget dollars to key organizational initiatives, and draw actionable insights that maximize performance outcomes.

- **System Agnostic**

OpenGov brings together financial and non-financial data from across your agency or departments, guaranteeing data integrity across all applications and solutions, from budgeting and performance to constituent engagement.

- **Ease of Use**

OpenGov is an intuitive and easy-to-use cloud-based solution designed specifically for non-technical users. Users can derive value quickly and understand the system with minimal training.

- **Quick Time to Value**

OpenGov's implementation is typically measured in months, not years. The full OpenGov cloud can be deployed in a little as two to three months. OpenGov delivers modern cloud-based software that never requires an on-premise installation. Because OpenGov knows intimately the intricacies and unique quirks inherent in any government's CoA, we have a dedicated team of experts to help you implement the product and get the most out of your investment.

- **Innovation**

OpenGov is a multi-tenant Software-as-a-Service ("SaaS") solution, which complements existing ERP investments by enabling cutting-edge visualizations and analysis without needing to overhaul the underlying ERP system. And, because OpenGov's solution is cloud-based, customers automatically receive all updates and improvements to their products as they are released.



50% less time
spent on budget



80% less time
spent on reporting



20% fewer
information
requests



1% of budget
freed for
re-allocation

About OpenGov

Company Background

OpenGov was founded in 2012 by Zac Bookman, Joe Lonsdale, and technologists from Stanford University, who studied government budgeting in the aftermath of the Great Recession. The team observed dedicated public servants struggle against outdated technology that prevented them from accessing timely spending information and communicating their priorities to citizens and elected officials. Believing there was a better way, the team set out to build cloud-based, easy-to-use government performance solutions to power more open, effective, and accountable government.

OpenGov is the leader in cloud-based solutions for government. The OpenGov Cloud™ is the only integrated cloud solution for budgeting, operational performance management, internal and external communications, and financial reporting. This multi-tenant Software-as-a-Service (“SaaS”) solution connects agency stakeholders to the budget process, engages them for real-time feedback, accurately forecasts personnel costs, and integrates with key government systems, resulting in improved outcomes, enhanced internal efficiencies, and more time for strategic planning. OpenGov Inc. has over 200 employees and is headquartered in Redwood City, CA with other offices in Portland, OR; New York, NY; and Chicago, IL.

Why OpenGov?

- Over 1,000 governments are powered by OpenGov.
- OpenGov’s mission is to Power More Effective and Efficient Government.
- OpenGov Employees have served in public sector positions for over 300 years, collectively.
- OpenGov has analyzed over \$10 Trillion in expenses and revenues through its online platform.
- OpenGov’s multi-tenant architecture provides maintenance-free updates so users can always leverage the most modern technology, including every new feature and product release, regardless of underlying IT infrastructure.
- OpenGov is made in America. Our expert U.S.-based Product and Go-to- Market professionals envision, build, and deploy this market-leading solution, leveraging the best technology available.

Relevant Awards

OpenGov has received the following Global Technology Recognition:

- **Named to 2019 GovTech 100 List**
 - OpenGov received the honor of placing on the 2019 GovTech

- 100 because of our unique ability to work with any government in the country, regardless of their current technology platform. OpenGov is the only public-sector software that can uniquely map to government's Chart of Accounts while also integrating with various non-financial data sources.
- **Gartner Recognition**
 - Gartner has named OpenGov as one of three Cool Vendors for Government. The winners offer government CIOs cloud solutions to quickly acquire and deploy services for workforce collaboration and citizen engagement, open financial data, and case management.
 - OpenGov's Software-as-a-Service is delivered through Amazon Web Services ("AWS"), a Gartner Magic Quadrant Industry Leader.
- **World Economic Forum Technology Pioneer Award**
 - OpenGov was selected from among hundreds of companies by a professional committee of 68 academics, entrepreneurs, venture capitalists, and corporate executives as a Technology Pioneer.
 - Past recipients include Google (2001), Mozilla (2007), Kickstarter (2011), and Dropbox (2011).

Press

Below are a few examples of how OpenGov has recently been featured in the news and online press:

- ["Mayor Mike Purzycki Launches New Online Government Information Portal"](#) - *FirstStateUpdate.com* (August 2019). "OpenGov provides enormous benefits to our government and for the people of Wilmington," said Mayor Purzycki. "Our efforts to become a more efficient and accountable government will be assisted by citizens knowing more about the inner-workings of their government. OpenGov makes greater citizen involvement possible by making more information available about budgets, capital projects and on spending is tied to strategic goals. Citizens should have the opportunity to develop more informed opinions about government policies, laws, programs and services. We have moved into a new age of information sharing in Wilmington and that's how it should be."
- ["New Online Tool Shows Measure T Spending In Murrieta"](#) - *Patch.com* (July 2019). "These numbers tell a story about our community," Summers said. "They can show how we're changing, how we are addressing local needs, how we're listening to residents. They help us connect."
- ["CSU Launches Transparency Portal to Provide Additional Financial Access"](#) - *scvnews.com* (May 2019). "The CSU is committed to ensuring that Californians know how resources entrusted to the university are managed," said CSU Executive Vice Chancellor and Chief Financial Officer Steve Relyea. "To that end, the university strives to be transparent in all its dealings with students, faculty, staff, alumni, the community and businesses. This new portal will provided

expanded access to financial information as well as additional context and detailed explanations.”

- [“East Providence chooses The OpenGov Cloud” for budgeting, performance, communications, and reporting.](#) - *EastProvidence.com* (April 2019). Mayor Robert L. DaSilva said, “To us, it was clear OpenGov was the most robust solution on the market. OpenGov’s ability to provide budgeting, performance, reporting and transparency capabilities in an easy-to-use platform is second to none.”

Leadership

OpenGov’s advisors consist of leading experts from the technology, financial, and public service sectors, including John Chambers (Former CEO of Cisco Systems), George Shultz (Former U.S. Secretary of State, Treasury Secretary, and Director of OMB), Lawrence H. Summers (Former U.S. Treasury Secretary), and Byron Dorgan (Former U.S. Senator from North Dakota).

BOARD OF DIRECTORS



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**SAURY
BLACKMAN**
President and CEO
of Phoenix Data



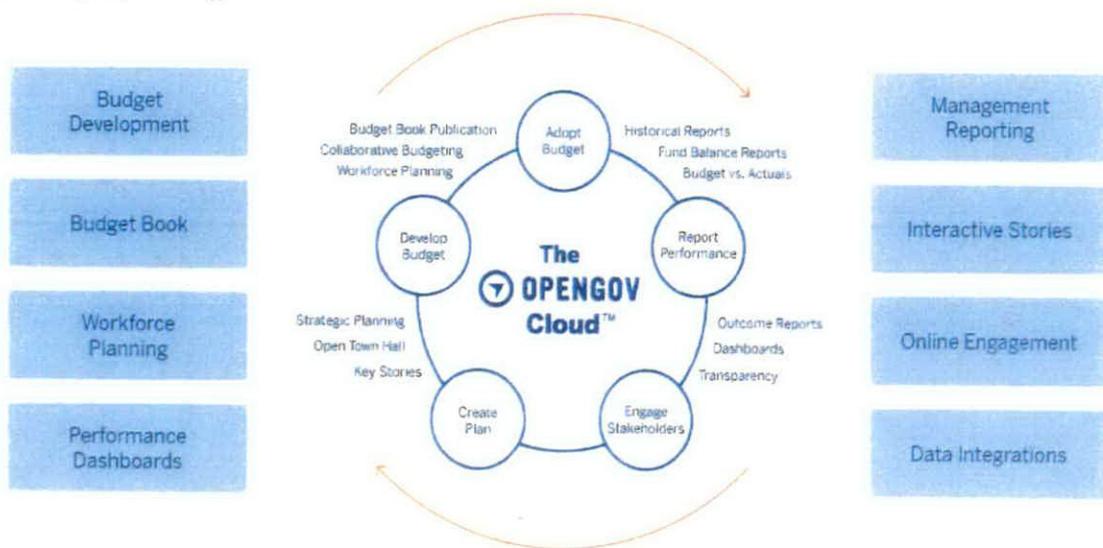
The senior leadership team at OpenGov oversees both the development of OpenGov’s products and the successful implementation and management of OpenGov’s software for each customer. The team possesses an average of over 18 years of industry experience and will work closely with a dedicated Project Manager, Customer Success Manager, and Customer Success Administrator, who provide support on a day-to-day basis.

OpenGov has successfully served over 1000 governments. As described above, our leadership team consists of individuals with deep experience in the technology sector, in business, and most importantly in government finance.

The OpenGov Cloud™

Budgeting and Planning | Reporting and Transparency

The OpenGov Cloud™ is the only integrated cloud solution for budgeting, performance, communications and reporting. This multi-tenant Software-as-a-Service (“SaaS”) solution connects stakeholders to the budget process, engages them for real-time feedback, accurately forecasts personnel costs, and integrates with key government systems, resulting in improved outcomes, enhanced internal efficiencies, and more time for strategic planning.



Integrated Budgeting and Performance

Leverage OpenGov’s integrated online solution to aggregate and synchronize financial and non-financial data. Streamline and transform your budget process from the initial stages of strategic planning and personnel forecasting on through final publication while enabling collaboration throughout. Plan and manage your strategic initiatives by capturing priorities, tying budgets to initiatives, identifying key outcomes, and engaging stakeholders.

Build Trust With Effective Communication

Engaging with constituents and stakeholders is critical to every public agency’s success. With OpenGov, leaders can analyze and communicate complex topics and decisions in a simple manner anyone can understand. Agencies are able to build trust with colleagues and residents by gathering input on key initiatives and aligning budget and the strategic plan to both performance objectives and public expectations.

A Central Hub For Internal and External Stakeholders

Bring your financial and non-financial data together in one place. Automatically connect your ERP, Excel, HRIS, public safety, 311, and other data sources to The OpenGov Cloud™, ensuring data integrity across the organization. Quickly create and publish content, easily incorporate feedback, and inform and improve your interaction with internal and external stakeholders to strengthen public trust and achieve your communications objectives.

The OpenGov Cloud™

Streamline your budgeting process

Save time and build a better budget by collaborating across departments with an integrated cloud-based solution complete with built-in, editable formulas.

Tie your Budget to Performance

Centrally track and analyze how budget dollars impact your organization's top priorities.

Communicate Clearly

Create, publish and share content quickly and easily with dashboards, images, maps and more. Share via social media, email or your website.

Focus on Outcomes

Establish goals for departments, programs, or initiatives, and track relevant KPIs to evaluate spending, performance, and progress.

Plan Effectively, Together

Connect all stakeholders to your budgeting, performance, communications, and reporting processes.

Act on Analysis

Gain at-a-glance insights with dashboards, take action with customized alerts, or dive into the details for deeper analysis.

Broaden Public Participation

Supplement public hearings with online surveys and virtual town halls. Gather feedback from residents by reducing the barriers of involvement.

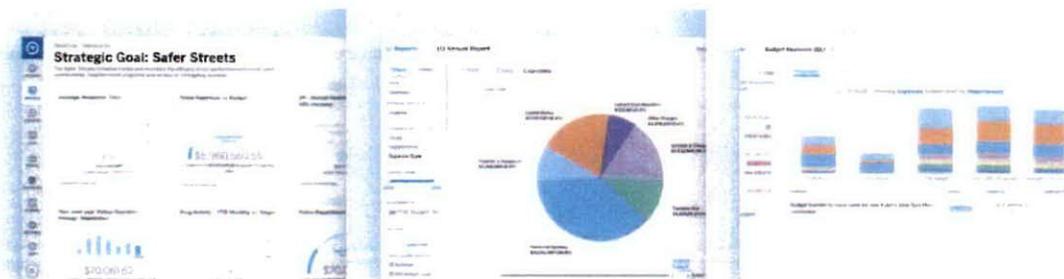
Increase Accountability

Publicly demonstrate progress on projects and strategic initiatives backed up by financial and performance data.

Budgeting and Planning

Budget Effectively and Collaboratively | Align Budget to Performance Outcomes

Budgeting and performance are intrinsically connected. Today's governments must optimize budgets to drive performance outcomes. With OpenGov, leaders can now streamline and transform their end-to-end budgeting process, seamlessly tie budget dollars to key organizational initiatives, and draw actionable insights that maximize performance outcomes.



Integrated Budgeting and Performance

Leverage OpenGov's integrated online solution to aggregate and synchronize financial and non-financial data. Streamline and transform your budget process from the initial stages of strategic planning and personnel forecasting on through final publication while enabling collaboration throughout. Plan and manage your strategic initiatives by capturing priorities, tying budgets to initiatives, identifying key outcomes, and engaging stakeholders.

Act on Analysis

Gain at-a-glance insights with dashboards, take action with customized alerts, or dive into the details for deeper analysis. Mirror and explore your organization's financial structure and chart of accounts. Add geographic context with integrated GIS reporting and maps.

Tie your budget to performance

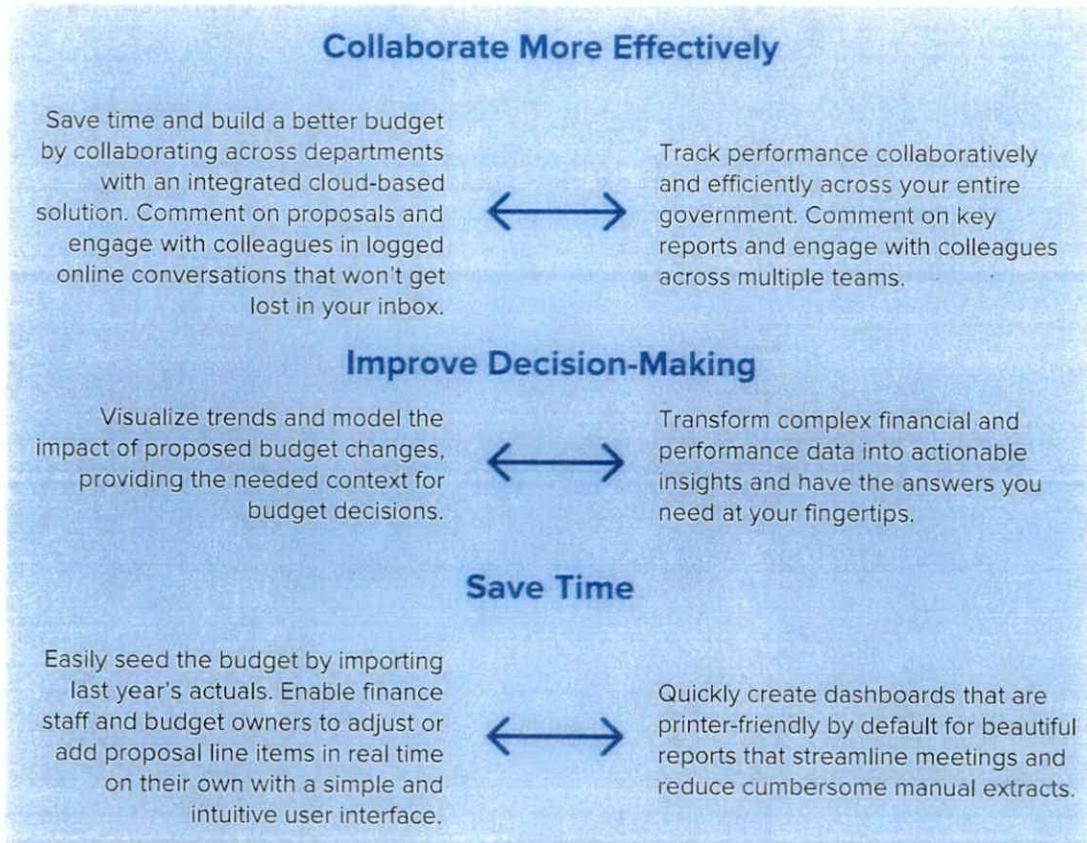
Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep stakeholders updated on spending, performance, and progress.

Simplify budget book publication and workforce planning

Establish a framework for building your budget book faster and more accurately, making the process repeatable and scalable for future cycles. Easily add new positions and their associated costs with pre-configured templates.

Bring it all together

Synchronize your financial and non-financial data with an efficient, reliable, and automated solution for connecting your ERP, Excel, HRIS, public safety, 311, and other data sources to the OpenGov Cloud™.



Use Cases

- Budget Development
- Multi-Year CIP Planning
- Budget Book Publication
- Workforce Planning
- Budgetary Reporting
- Budget Adjustments
- Performance Dashboards
- What-If Scenario Analysis
- Strategic Initiative Tagging

✓ 50% less time to create your budget

✓ 1% typical re-allocation of total budget to higher priorities

✓ 80% less time spent on budget reporting

Budgeting and Planning

Solution Detail & Examples

The OpenGov Budgeting and Planning suite streamlines and transforms the entire budget process from the initial stages of strategic planning and personnel forecasting while enabling collaboration throughout. OpenGov's integrated online suite of solutions will aggregate and synchronize financial and non-financial data, allowing your organization to plan and manage your strategic initiatives by capturing priorities, tying budgets to initiatives, identifying key outcomes, and engaging stakeholders.

Key Benefits

Improved Collaboration

Budget preparation with OpenGov improves collaboration and fixes the constant coordination challenges, version control, and formula errors associated with budgeting in Excel. Changes made in real-time are reflected immediately in native reports and visualizations, without ever having to worry about backups or conflicting versions.

- **Centralized and easily accessible** – All stakeholders access their proposals or workforce plans and submit them for approval online.
- **Integrated communication tools** – Easily comment on proposals and tag your colleagues with traceable conversations about the budget.
- **Easy sharing** – Collaborators can invite others to view or edit a proposal based on the permissions they determine.

The screenshot displays the OpenGov software interface for a budget proposal. On the left, a sidebar contains navigation icons and a 'PROPOSAL SUMMARY' section with the following data:

- Base Budget: 1,156,570
- Adjustments: 151,000
- Net Total: 1,307,570
- Total Available: 1,307,570
- Adjustments: 151,000
- Expenses: 1,156,570
- Surplus: 151,000

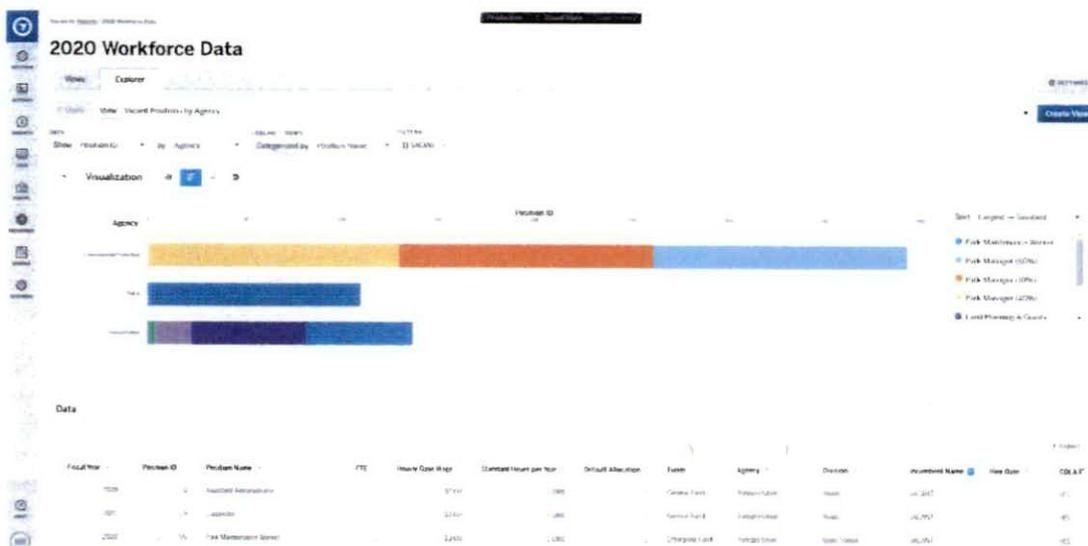
The main content area shows 'PRK38 Sibley Field Park Implementa...' with a 'Construction Costs' section. Below this is a table with the following columns: 'Account Group', 'Budget 2021', '2022 Budget', 'Net', '2021 Proposed Adjustment %', 'Proposed', '2022 Proposed Adjustment %', 'Proposed', and '2023 Proposed Adjustment %'. The table lists various construction items such as 'Construction', 'Communications', 'Utility Street', 'Construction', 'Construction', 'Water Street', 'Communications', 'Electrical Service', 'Construction', and 'Construction'.

Centralized workforce planning

Easily add positions and their associated costs with pre-configured templates. Forecast salaries and benefits, including cost allocations, for deeper analysis. Centrally modify personnel cost drivers and distribute to all positions automatically. Easily enter, track, and approve new position requests.

OpenGov provides the ability to upload and maintain salary information by position. Workforce Planning is a payroll forecasting solution that allows for position control management and salaries & benefits, including cost allocations, calculations. Uploading employee rosters allows you to see authorized positions and their total costs all in one place. You can support unlimited scenarios that won't affect your employee data for deeper analysis and improved forecasting. With OpenGov, you can centrally modify personnel cost drivers then distribute changes to all positions automatically.

Furthermore, making new position requests is an easy process for department heads. Any notes or supporting rationale for a proposed hire are entered directly into the budget proposal. Workforce planning also includes the ability to easily move positions from one budget or cost center to another or split positions between cost centers/fund function.



Deeper Analysis

OpenGov provides transparent, easy access to historical and comparative financial data. This allows users to make better decisions around the issues that impact your organization.

- **Integrated reporting** – Kick off your budget process with a complete historical analysis. Easily generate reports and “slice and dice” across your chart of accounts with a click of a mouse. Use multi-fund reporting to uncover insights.
- **Scenario testing** – Analyze spending trends, uncover revenue leakages, perform “what-if” analysis, and spot opportunities to reallocate money.
- **Stakeholder perspectives** – Communicate throughout the budget process to maintain credibility and make mid-process or mid-budget cycle adjustments. Gather feedback from key stakeholders and make changes easily, all through OpenGov's unified platform.

General Services

PROPOSAL SUMMARY

BALANCE

Start Balance	\$0
Adjustment	\$0
Revenue	\$0
Other Expense	\$522,259,625
Adjustment	\$0
Expenses	\$522,259,625
Debit	\$522,259,625

Proposal to do list...

- 1 Add proposal details
- 2 Add expenses or revenue
- 3 Submit your proposal

General Services

"The heart and soul of State Government"

The General Services Department is called the *heart and soul of State Government* by lawmakers. It is the agency that holds the responsibility of furnishing essential resources and services that support state government operations in New Mexico.

With seasoned expertise in numerous technical and enterprise operations, GSD's professional staff provides multiple lines of insurance coverage and group health benefits; litigation defense, loss prevention and alternative dispute resolution services; facility planning and design services and construction management; building and landscape maintenance services; vehicle leasing and air transportation services; technical support for agencies in the procurement process; printing and graphic art products; and financial and accounting services. Our customers include state agencies, local public bodies, public schools, institutions of higher education and their employees.

GSD's Mission:

- Furnish essential resources and innovation business solutions for customer agencies and employees.

Supporting Documents

Support your proposal narrative with the following:

Approved Budget: 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100

+ Add document

Streamlined Process

Budgeting is complicated, and OpenGov helps simplify the process by offering a variety of manners in which you can view, arrange, and edit the budget, including by grouping budget proposals by functional area, enabling multiple worksheets per budget proposal, and supporting unlimited proposal attachments in a variety of formats.



Budget Milestone Reporting

Stakeholders can track budget progress easily, since changes are instantly reflected in integrated reports. Live budget summaries, proposal status details, and an activity log provide up-to-date visibility and insight to keep the process on track. This allows stakeholders to zoom in throughout the legislative budget cycle and focus on how the budget evolves in the process, while gathering data useful in the preparation of legislative appropriations requests, annual financial report, strategic plan, and operating budget reports.

Simplified Capital Planning

OpenGov's comprehensive solution will streamline the entire Operating and Capital budget process. Our solution will allow your organization to gain a deeper insight into current budget performance in addition to improving collaboration between departments on budgetary requests. With OpenGov, you will be able to collaborate on the budget, track Capital Projects funding, expenditures and operating budget impacts, visualize decision packages, perform what-if analysis, and then easily publish the final budget document. The following are a few highlights of the features of OpenGov's Capital Planning:

- Utilize multi-year planning of expenditures, funding and operating budget impacts
- Track current year funding changes due to project slippage acceleration
- Standardize the capture of project information, including expenditure and funding schedules, narrative justification and description, status, location and much more
- Embed maps from numerous GIS systems
- Take advantage of Comprehensive macro-level reporting of the Capital Budget, including how funding is distributed across the phases or cost elements of Projects
- Use Capital Project Decision Packages to provide executives and elected officials with the information they need to make critical decisions about Projects
- Engage stakeholders with public-facing Capital Project web pages illustrating budget, performance, before & after photos, maps and the narrative context on how the project will impact the community
- Plan and manage your capital infrastructure
- Track expenditures and funding sources across multiple years and capture key project details like status, description, justification and priority

5597 - Connect Long Island - Nicolls Road Multimodal
2020 Capital Budget and 2020-2022 Capital Program Request Form 13

General Description and Capital Project Information

Capital Project Number: [Dropdown]
 Capital Project Name: [Dropdown]
 Planning Department: [Dropdown]
 Department Department: [Dropdown]
 In Use: [Dropdown]
 Agency: [Dropdown]
 Priority Ranking: [Dropdown]
 Capital Project Status: [Dropdown]
 Funding Status: [Dropdown]

Year	Start/End	Capital Funding Dates	2020	2021	2022	2023	2024	2025	Total
1000	Planning, Design & Construction	10/1/2020 - 9/30/2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1000	Planning, Design & Construction	10/1/2020 - 9/30/2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1000	Planning, Design & Construction	10/1/2020 - 9/30/2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1000	Construction	10/1/2020 - 9/30/2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1000	Construction	10/1/2020 - 9/30/2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Reporting & Transparency

Build trust by simplifying and streamlining the collection, analysis, and communication of complex information

Build Trust Through Effective Communication

Engaging with constituents and stakeholders is critical to every public agency's success. With OpenGov, leaders can analyze and communicate complex topics and decisions in a simple manner anyone can understand. Agencies are able to build trust with colleagues and residents by gathering input on key initiatives and aligning budget and the strategic plan to both performance objectives and public expectations.

Focus on outcomes

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep stakeholders updated on spending, performance, and progress.

Communicate clearly

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

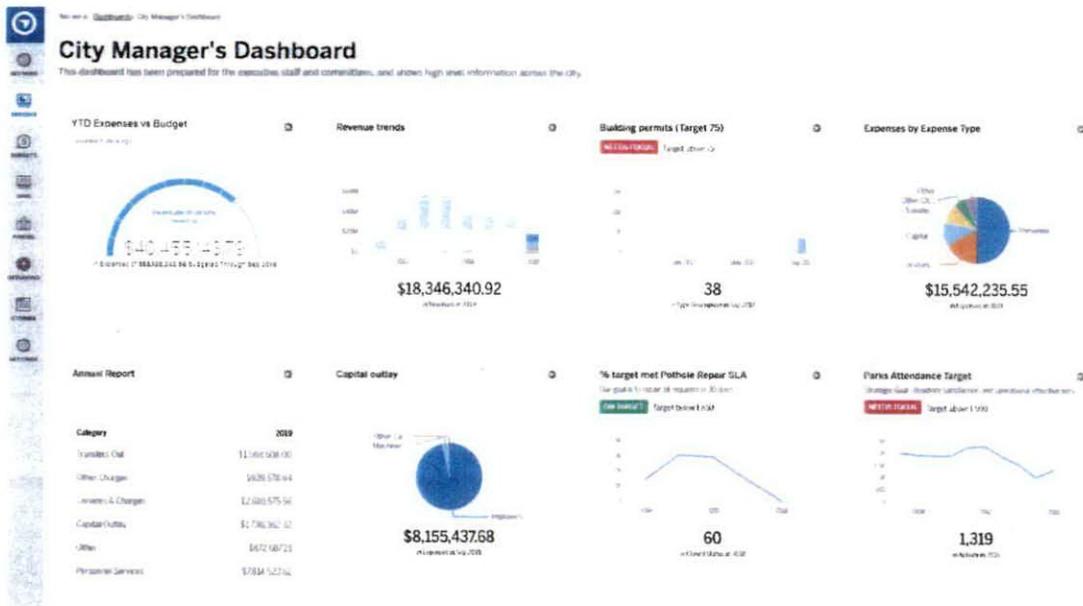
Capture feedback online, at meetings or on-the-go

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls or mobile forms.

Increase accountability

Publicly demonstrate progress on projects and strategic initiatives. Show results anyone can understand by uniting financial and performance data and adding valuable context.





Control the Message

Transform complex financial and performance data into actionable insights and communicate them with your internal and external stakeholders.

Present complex information that all parties can understand

- Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals.
- Gain at-a-glance insights with dashboards, take action with customized alerts, or dive into the details for deeper analysis.
- Simplify performance reporting through printer-ready dashboards for beautiful reports that streamline meetings and reduce cumbersome manual extracts.

Broaden citizen engagement

Supplement public hearings with online surveys and virtual town halls that are easy and convenient. Gather broader feedback from residents by reducing the barriers of involvement.

Inform capital project plans

Take the guesswork out of big-ticket items while fulfilling public input requirements for grant applications. Reach out and gather feedback from your constituents to improve buy-in and achieve better results.

Reduce intimidation and undue influence

Civility monitoring and flexible registration options promote respectful interactions that encourage participation and help filter out distortion from the “usual suspects.”

Achieve your communications objectives

Bring your data together in one place, quickly create and publish content, and easily incorporate feedback. Inform and improve your interaction with the community to strengthen public trust.

Use Cases

- Internal Reporting
- Satisfaction Surveys
- Capital Project Plans
- Initiative Communication
- Performance Dashboards
- Citizen Ideas/Feedback Portal
- Participatory Budgeting

✓ Share the data behind the news

✓ Better project planning

✓ Social media impact

“OpenGov has changed this entire process, giving me back my life and opening up enough time for me to focus on other priorities for the city. Gone are the days of digging around in spreadsheets and enduring lengthy proposal submission cycles”

Connie Maxwell, Budget Director, City of Burnet, TX



City of Farmersville, TX



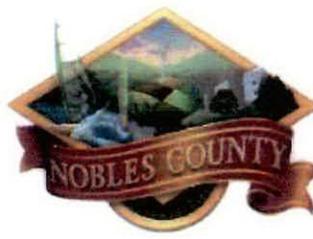
City of Fort Lauderdale, FL



City of Rockport, TX



District of Columbia



County of Nobles, MN



Town of Provincetown, MA

OpenGov Customer Engagement Model

Who We Are

Mission-Driven

Powering more effective and accountable government

Trusted

Over 2,200 public agencies leverage OpenGov technology

Innovative

Easy-to-use, best-in-class, and intuitive cloud software

Experts

Over 300 years of public sector experience on staff

OpenGov Implementation is optimized for:



Why work with us?

Your success as a customer is OpenGov's top priority. OpenGov customers receive a tailored deployment offering following standard methodology informed by implementing our software at more than 1,000 government entities. As a customer, you can leverage the knowledge of an OpenGov team comprised of former government finance directors, chief information officers, budget and performance analysts, and Software-as-a-Service (SaaS) professionals to arm you with insight, expertise, and industry-leading best practices enabling you to drive efficiency and outcomes for your organization.

Deployment Methodology



Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, and an online portal as well as additional support channels like webinars, user groups, a resource center, and a thriving community of tips and best practices provided by your peers.

- **Technical Support:** Our team of highly trained support analysts are available to solve any issues you have with any part of your solution within the OpenGov Cloud.
- **OpenGov Community:** OpenGov has a safe and secure online community for government professionals to connect with their peers, share their experiences, and learn best practices.
- **User Groups:** Our subject matter experts host regular user groups online and in-person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.
- **Live Chat:** Contact support seamlessly while using the product through our live chat feature staffed by the Customer Success team.

How to work with us

These are some of the typical roles involved during deployment:

- **Project Manager:** the primary point of contact for OpenGov during the implementation.
- **Finance/Budget Director:** partners with OpenGov team to outline applicable budget processes.
- **IT Dept:** provides the necessary data for OpenGov implementation.
- **Communications:** partners with OpenGov to lay out best strategy for launching to stakeholders.
- **Subject Matter Experts:** partners with OpenGov daily to execute the tasks and become a subject matter expert in OpenGov.

“We view OpenGov as a strategic partner. They’ve taken the time to listen to what we wanted and built a true partnership with us. Their responsiveness and collaboration is impressive.”

Maria Zuniga, Business Improvement & Performance Administrator, Bernalillo County, NM

OpenGov Proposal - Winters, CA

OpenGov's pricing model consists of a flat, annual subscription for the associated software and professional services components. Our professional services include everything needed to ensure a successful launch: Design, Configuration, Implementation, and Training. **OpenGov offers a non-restrictive, unlimited pricing model, meaning customers are not limited to number of users, logins, budget scenarios, dashboards, reports or datasets.** Rather, we charge a flat, annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

OpenGov Proposal - Budgeting & Planning Suite

Software	Description	Cost	Payment Schedule
Solutions	Operational, Capital, and Workforce Budgeting, Online Budget Book, Narrative Reporting & Council Reporting, Financial Integration (MOMS), Dashboards & Strategic Planning, Citizen Engagement / Surveys	<u>First Term</u> <u>\$16,465</u> <u>Future Years</u> <u>\$24,200</u>	Annual
Deployment Fee			
Professional Services (One-time fee)	Design, Configuration, Implementation and Training of the above solutions.	<u>\$20,460</u>	One-Time
Billing Schedule*			
Year 1		<u>\$36,925</u>	
Future Years		<u>\$24,200</u>	

Customer Quotes

On Customer Experience

"Many companies can do the tools and tech; however, it is rare to find a company like OpenGov who does so while staying in touch with its customers, truly listening to its customers' needs, and adding the appropriate staffing at all levels of management and function to improve both the product offerings and the customers' experiences."

Lisa Desmarais, IT Director of Kenton County, KY

"The communications between our staff was more like fellow co-workers instead of a Vendor and Client relationship. At all times [our consultant] was open and handled our requests with a great deal of professionalism and a 'Can Do' attitude. We were quite impressed with [our consultant's] understanding and experience with systems that we use."

Srikanth Karra, CIO of Birmingham, AL

"We view OpenGov as a strategic partner. They've taken the time to listen to what we wanted and built a true partnership with us. You don't see that at other software companies—especially bigger software companies like SAP where we never would get that interaction. Their responsiveness and collaboration is impressive."

Maria Zuniga, Business Improvement & Performance Administrator, Bernalillo County, NM

On the Product - General

"In all my years working in public accounting and government work, I've never had a contract that I got more out of than what I was told I would get. Usually you get disappointed with contracts, but OpenGov way exceeded my expectations."

Klarryse Murphy, CFO, County of Ravalli, MT

"We have saved over 90% of our time preparing reports, with OpenGov we can show citizens how we are being fiscally responsible with their tax dollars."

Kimberly Ruesch, Administrative Services Manager, Washington City, UT

"I brought up our OpenGov site in a Council Meeting when discussing an increase in real estate taxes. Within seconds, I had a pie chart and we brought facts to the conversation. With that measure passed, we were able to add four firefighters, keeping our response times to a minimum."

Brian Dehner, City Administrative Officer, Edgewood, KY

“OpenGov has absolutely made us more proactive in looking at data and attacking the data, instead of saying, ‘It’s too big.’”

Andrew McCreery, *Finance Director, Mt. Lebanon, Pennsylvania*

“With OpenGov I think a huge part of the value proposition is integrating multiple data sets through one aggregation tool. It’s really about helping us understand not only how the dollars are spent, but what sort of value is being delivered back to residents through the services that we provide...it’s one thing to see the financial information and analyze it; it’s another to see that side-by-side with indicators to show how our service levels are changing over time. So that’s really the power of OpenGov.”

Micah Intermill, *Budget Director, Minneapolis, MN*

On Citizen Engagement

“I knew people were hungry for information and needed a one-stop shop for real-time disaster response and recovery details. I feel relieved that we were able to leverage OpenGov to communicate with our citizens so they were less scared in the midst of the emergency”

Janelle Galbraith, *PIO, Redding, CA*

“The core of what we’re trying to do (with Open Data) is drive better outcomes out in the community and enable better decision-making at the executive level.”

Adam Dondro, *Chief Information Officer, California Health and Human Services Agency*

“(Open Data) is flexible, it’s scalable, it’s interoperable, and that provides us with a platform to make our data the most useful as possible”

Michael Valle, *Manager, Tech. Policy & Planning, California Office of Statewide Health Planning and Development*

“Without data, decision-makers are pretty much blind to what’s going on. With OpenGov, they can ask and answer questions right from their desktops without a team of analysts with them.”

Robert P. David, *Director, OSHPD*

“When we transmitted the info to [our citizens] with OpenGov, it provided a better educated question that came back to me versus ‘what’s your general fund balance?’ or ‘what’s your revenue and expenditures.’ The questions became ‘why are you spending so much on this?’ So it’s given me a better sense of what the community’s real issues were.”

George Rodericks, *City Manager, Atherton, CA*

On Budget

"Budgeting is easier than it's ever been for me. With Budget Builder, I don't have to recreate the wheel every single year."

Judy Smith, Finance Director, Jackson County Water and Sewage Authority, GA

"The number one benefit that we got and we saw immediately is this process of one budget, one government, one team...The reason why [OpenGov] is a game changer is...it establishes clarity. You can see a result, you can go back and you can make a change. I was able to get \$2M back in our budget immediately."

Janet Dutcher, Finance Director, Mono County, CA

"The OpenGov team – they are amazing...They did a fabulous job – within 18 hours –getting us setup with every single account code we could have possibly needed."

Dianna Honeywell, Finance Director, Diamond Bar, CA

"The responsiveness was incredible. They always had an answer for us and were always open to recommendations and suggestions. I was just blown away by their level of professionalism and knowledge of the system."

Dannette Allen, Management Analyst, Diamond Bar, CA



TO: Honorable Mayor and Council Members
DATE: June 16, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Crystal Zaragoza, Human Resources Manager
Shelly Gunby, Director of Financial Management
SUBJECT: Association Side Letter Agreements

RECOMMENDATION:

Staff respectfully recommends that the City Council approve side letters to the existing 2019-2021 Memorandum of Understandings for the following associations: Miscellaneous Employees Association, Mid-Management Employees Association, Managers Series Employees Association, Confidential Employees Association, Management Employees Association, Police Officers Association and the Winters Professional Firefighters Association

BACKGROUND:

As stated in recent finance presentations regarding the Covid-19 budget impacts, staff estimate that the Covid-19 pandemic will devastate the City's General Fund revenues by approximately \$404,348 or approximately 7%, from the budgeted amount for fiscal year 2019-2020. Our Director of Financial Management has recommended we address part of that shortfall by achieving \$135,050 in personnel cost savings. According to calculations from our Director in Financial Management, this can be achieved by taking the following City-wide steps: all full-time City employees agreeing to delay the 2.5% COLA that was to take effect in July of 2020 to the first full pay period in July 2021.

All bargaining units and unrepresented employees have come to the table and all associations have agreed to a one-year contract extension. All associations' Memorandum of Understandings will remain in full force and in effect from July 1, 2019 through June 30, 2022 and from year to year thereafter unless one party serves notice on the other. All associations have agreed to delay the scheduled 2.5% COLA that was to take effect in July of 2020 to July of 2021 to be paid starting the first full pay period in July 2021. The City and the associations agree to meet no later than February 2021 to revisit wages unless a change in circumstances warrants meeting before then.

FISCAL IMPACT:

Fiscal Year 2020-2021: \$135,050 in personnel cost savings.



Side Letter of Agreement Amending the MOU
Between the City of Winters (City) and the
City of Winters Miscellaneous Employees Association

The City of Winters ("City") and the Winters Miscellaneous Employees Association ("Association") have a Memorandum of Understanding ("MOU") in effect for the period of July 1, 2019 to June 30, 2021. The City and the Association have met and conferred in good faith and, in an effort to realize necessary cost savings for City operations, have entered into this Side Letter of Agreement ("the Agreement").

NOW THEREFORE, the City and Winters Miscellaneous Employees Association hereby agree that:

Article 30. Term of Memorandum of Understanding. The parties agree to a one-year contract extension. This MOU provision is amended to read:

Article 30 – Term of Memorandum of Understanding. The Memorandum of Understanding shall remain in full force and in effect from July 1, 2019 through June 30, 2022 and from year to year thereafter unless one party serves notice on the other.

Article 8 – Base Wages and Steps, Benefits, and Wage Plan Administration. The Parties add the following section to the MOU.

A.1. Base Wages and Steps

The scheduled 2.5% COLA that was to take effect in July of 2020 (as reflected in Addendum A) is delayed to July of 2021 (to be paid starting the first full pay period in July 2021).

Further Discussion.

The City and the Miscellaneous Employees Association agree to meet and confer no later than February 2021 to revisit wages, unless a change in circumstances warrants meeting and conferring before then.

Remainder of Contract Not Affected.

Except as provided in this Agreement, all other provisions of the current MOU between the City and the Winters Managers Series Employees Association shall remain unchanged and in full force and effect.

This agreement is entered into on the ____ day of _____, 2020.

City of Winters

Miscellaneous Employees Association

John W. Donlevy, Jr.
City Manager

Employee Representative



Side Letter of Agreement Amending the MOU
Between the City of Winters (City) and the
City of Winters Mid-Management Employees Association

The City of Winters ("City") and the Winters Mid-Management Employees Association have a Memorandum of Understanding ("MOU") in effect for the period of July 1, 2019 to June 30, 2021. The City and the Winters Mid-Management Employees Association ("Parties") have met and conferred in good faith and, in an effort to realize necessary cost savings for City operations, have entered into this Side Letter of Agreement ("the Agreement").

NOW THEREFORE, the City and Winters Mid-Management Employees Association hereby agree that:

Article 29. Term of Memorandum of Understanding. The Parties agree to a one year contract extension. This provision is amended to read:

Article 29. Term of Memorandum of Understanding. The Memorandum of Understanding shall remain in full force and in effect from July 1, 2019 through June 30, 2022, and from year to year thereafter unless one party serves notice on the other.

Article 8 – Base Wages and Steps, Benefits, and Wage Plan Administration. The Parties add the following section to the MOU.

A. 1 Base Wages and Steps

The scheduled 2.5% COLA that was to take effect in July of 2020 (as reflected in Addendum A) is delayed to July of 2021 (to be paid starting the first full pay period in July 2021).

Further Discussion.

The City and the Mid-Management Employees Association agree to meet and confer no later than February 2021 to revisit wages, unless a change in circumstances warrants meeting and conferring before then.

Remainder of Contract Not Affected.

Except as provided in this Agreement, all other provisions of the current MOU between the City and the Winters Mid-Management Employees Association shall remain unchanged and in full force and effect.

This agreement is entered into on the ____ day of _____, 2020.

City of Winters

Mid-Management Employees Association

John W. Donlevy, Jr.
City Manager

Mary Lou Mendoza
Employee Representative



Side Letter of Agreement
Between the City of Winters (City) and the
City of Winters Managers Series Employees Association

The City of Winters (“City”) and the Winters Managers Series Employees Association have a Memorandum of Understanding (“MOU”) in effect for the period of July 1, 2019 to June 30, 2021. The City and the Winters Managers Series Employees Association have met and conferred in good faith and, in an effort to realize necessary cost savings for City operations, have entered into this Side Letter Agreement (“the Agreement”).

NOW THEREFORE, the City and Winters Managers Series Employees Association hereby agree that:

Article I. General Provisions – the parties agree to a one-year contract extension. This provision is amended to read:

1.2.1 Term. The Memorandum of Understanding shall remain in full force and in effect from July 1, 2019 through June 30, 2022 and from year to year thereafter unless one party serves notice on the other.

Article II. Compensation – the parties add the following section to the MOU:

2.1.3 Delay of COLA:

The scheduled 2.5% COLA that was to take effect in July of 2020 (as reflected in Exhibit A) is delayed to July of 2021 (to be paid starting the first full pay period in July 2021).

Further Discussion.

The City and the Managers Series Employees Association agree to meet and confer no later than February 2021 to revisit wages, unless a change in circumstances warrants meeting and conferring before then.

Remainder of Contract Not Affected.

Except as provided in this Agreement, all other provisions of the current MOU between the City and the Winters Managers Series Employees Association shall remain unchanged and in full force and effect.

This Agreement is entered into on the 11 day of June, 2020.

City of Winters

Managers Series Employees Association

John W. Donlevy, Jr.
City Manager



Employee Representative



Side Letter of Agreement
Between the City of Winters (City) and the
City of Winters Confidential Employees Association

The City of Winters ("City") and the Winters Confidential Employees Association have a Memorandum of Understanding ("MOU") in effect for the period of July 1, 2019 to June 30, 2021. The City and the Winters Confidential Employees Association have met and conferred in good faith and, in an effort to realize necessary cost savings for City operations, have entered into this Side Letter Agreement ("the Agreement").

NOW THEREFORE, the City and Winters Confidential Employees Association hereby agree that:

Article I. General Provisions – the parties agree to a one-year contract extension. This provision is amended to read:

1.2.1 Term. The Memorandum of Understanding shall remain in full force and in effect from July 1, 2019 through June 30, 2022 and from year to year thereafter unless one party serves notice on the other.

Article II. Compensation – the parties add the following section to the MOU:

2.1.3 Delay of COLA:

The scheduled 2.5% COLA that was to take effect in July of 2020 (as reflected in Exhibit A) is delayed to July of 2021 (to be paid starting the first full pay period in July 2021).

Further Discussion.

The City and the Confidential Employees Association agree to meet and confer no later than February 2021 to revisit wages, unless a change in circumstances warrants meeting and conferring before then.

Remainder of Contract Not Affected.

Except as provided in this Agreement, all other provisions of the current MOU between the City and the Winters Confidential Employees Association shall remain unchanged and in full force and effect.

This Agreement is entered into on the ____ day of _____, 2020.

City of Winters

Confidential Employees Association

John W. Donlevy, Jr.
City Manager

Nancy S. Jensen

Employee Representative



Side Letter of Agreement Amending the MOU
Between the City of Winters (City) and the
City of Winters Management Employees Association

The City of Winters (“City”) and the Winters Management Employees Association have a Memorandum of Understanding (“MOU”) in effect for the period of July 1, 2019 to June 30, 2021. The City and the Winters Management Employees Association (“Association”) have met and conferred in good faith and, in an effort to realize necessary cost savings for City operations, have entered into this Side Letter Agreement (“the Agreement”).

NOW THEREFORE, the City and Winters Management Employees Association hereby agrees that:

Article I. General Provisions – the parties agree to a one-year contract extension. This provision is amended to read:

1.2.1 Term. The Memorandum of Understanding shall remain in full force and in effect from July 1, 2019 through June 30, 2022 and from year to year thereafter unless one party serves notice on the other.

Article II. Compensation – the parties add the following section to the MOU.

2.1.2 Delay of COLA:

The scheduled 2.5% COLA that was to take effect in July of 2020 (as reflected in Exhibit A) is delayed to July of 2021 (to be paid starting the first full pay period in July 2021).

Further Discussion.

The City and the Management Employees Association agree to meet and confer no later than February 2021 to revisit wages, unless a change in circumstances warrants meeting and conferring before then.

Remainder of Contract Not Affected.

Except as provided in this Agreement, all other provisions of the current MOU between the City and the Winters Management Employees Association shall remain unchanged and in full force and effect.

This Agreement is entered into on the ____ day of _____, 2020.

City of Winters

Management Employees Association

John W. Donlevy, Jr.
City Manager

[Signature]
Employee Representative



Side Letter of Agreement Amending the MOU
Between the City of Winters (City) and the
City of Winters Police Officers Association

The City of Winters (“City”) and the Winters Police Officers Association (“POA”) have a Memorandum of Understanding (“MOU”) in effect for the period of July 1, 2019 to June 30, 2021. The City and the Winters Police Officers Association have met and conferred in good faith and, in an effort to realize necessary cost savings for City operations, have entered into this Side Letter Agreement (“the Agreement”).

NOW THEREFORE, the City and Association hereby agree that:

Article 25. Term of Memorandum of Understanding. The Parties agree to a one-year contract extension. This provision is amended to read:

Article 25 Term of Memorandum of Understanding. The Memorandum of Understanding shall remain in full force and in effect from July 1, 2019 through June 30, 2022 and from year to year thereafter unless one party serves notice on the other.

Article 7 – Layoff Procedures. The parties add the following language:

F. Layoff Procedures

The City anticipates that for the fiscal year July 1, 2020 through June 30, 2021, there will be no layoffs for classifications within the POA provided there is no extraordinary change in the financial condition of the City (as determined by the City) during the July 1, 2020 through June 30, 2021 fiscal year.

Article 8 – Wages, Merit Steps, Benefits, and Wage Plan Administration. The parties add the following section to the MOU.

A.1. Base Wages and COLA:

The scheduled 2.5% COLA that was to take effect in July of 2020 (as reflected in Article 8.A.) is delayed to July of 2021 (to be paid starting the first full pay period in July 2021).

Further Discussion.

The City and the POA agree to meet and discuss the city’s financial position no later than February 2021.

Remainder of Contract Not Affected.

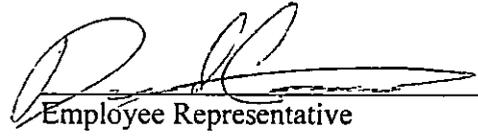
All other provisions of the current MOU between the City and the Winters Police Officers Association shall remain unchanged in full force and effect.

This agreement is entered into on the ____ day of _____, 2020.

City of Winters

Winters Police Officers Association

John W. Donlevy, Jr.
City Manager


Employee Representative #540



Side Letter of Agreement Amending the MOU
Between the City of Winters (City) and the
City of Winters Professional Firefighters Association

The City of Winters (“City”) and the Winters Professional Firefighters Association (WPFA) have a Memorandum of Understanding (“MOU”) in effect for the period of July 1, 2019 to June 30, 2021. The City and the Winters Professional Firefighters Association (“Association”) have met and conferred in good faith and, in an effort to realize necessary cost savings for City operations, have entered into this Side Letter of Agreement (“the Agreement”).

NOW THEREFORE, the City and Association hereby agree that:

Article 26. Term of Memorandum of Understanding. The Parties agree to a one- year contract extension. This provision is amended to read:

Article 26 – Term of Memorandum of Understanding. The Memorandum of Understanding shall remain in full force and in effect from July 1, 2019 through June 30, 2022 and from year to year thereafter unless one party serves notice on the other.

Article 8. Wages, Merit Steps, Benefits, and Wage Plan Administration – the parties add the following section to the MOU.

A.1. Delay of COLA

The scheduled 2.5% COLA that was to take effect in July of 2020 (as reflected in Article 8.A.) is delayed to July of 2021 (to be paid starting the first full pay period in July 2021).

Further Discussion.

The City and the WPFA agree to meet and confer no later than February 2021 to revisit wages, unless a change in circumstances warrants meeting and conferring before then.

Remainder of Contract Not Affected.

Except as provided in this Agreement, all other provisions of the current MOU between the City and the WPFA shall remain unchanged and in full force and effect.

This agreement is entered into on the ____ day of _____, 2020.

City of Winters

Winters Professional Firefighters Association

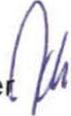
John W. Donlevy, Jr.
City Manager



Employee Representative



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Kristine DeGuerre 
SUBJECT: Cooperator Agreement with Yolo RCD – Arundo Eradication Program

RECOMMENDATION: Staff recommends Council receive information regarding the Yolo County Resource Conservation District (RCD) Putah-Cache Arundo Eradication Program. RCD is asking the City of Winters' permission to allow them to eradicate Arundo from the City of Winters property along Putah Creek.

BACKGROUND: Putah and Cache Creeks and their tributaries are threatened by invasive non-native plants, including *Arundo donax*. Arundo has overtaken approximately 255 total acres in the project area, forming enormous monocultures that increase flood and fire risk, consume large amounts of water and provides virtually no food or habitat value for native wildlife.

The RCD has received grant funds to obtain all necessary landowner agreements and permits required to implement a watershed-based invasive non-native plant control and riparian restoration program with the Putah-Cache Watershed. No costs will be charged to landowner or Responsible Party.

The RCD is in the process of completing applications for grants to fund implementation efforts, with notification expected as early as the fall of 2020. Following a grant award, the RCD would be able to begin work with responsible Party to implement the Putah-Cache Watershed Arundo Eradication Project.

FISCAL IMPACT: NONE

ATTACHMENTS:

Landowner Cooperator Agreement, Yolo County Resource Conservation District,
Putah-Cache Arundo Eradication Program

Region:	
APN:	
Parcel Name:	
Map #:	

**LANDOWNER COOPERATOR AGREEMENT
Yolo County RESOURCE CONSERVATION DISTRICT
Putah-Cache Arundo Eradication Program**

This Landowner Cooperator Agreement (“Agreement”) is entered into by and between the Yolo County Resource Conservation District (“RCD”) and

_____ (“Responsible Party”). The RCD and Responsible Party are sometimes referred to herein individually as a “Party” and collectively, the “Parties”

RECITALS

- A. Responsible Party represents and warrants that it owns, operates or is a tenant of the real property described on Exhibit A attached hereto (“Property”) and is authorized to enter into this Agreement.
- B. The RCD is a special district of the State of California organized as a resource conservation district subject to Division 9 (commencing with section 9000) of the Public Resources Code, whose jurisdiction includes some of the incorporated and the majority of the unincorporated territory of the County of Yolo.
- C. Putah and Cache Creeks and their tributaries are threatened by invasive non-native plants, including *Arundo donax* (arundo/giant reed/false bamboo). Arundo has overtaken approximately 255 total acres in our project area, forming enormous monocultures that increase flood and fire risk, consume large amounts of water, and provides virtually no food or habitat value for native wildlife.
- D. The RCD has received grant funding to obtain all necessary landowner/tenant agreements and permits required to implement a watershed-based invasive non-native plant control and riparian restoration program within the Putah-Cache Watershed. No costs will be charged to landowner or Responsible Party.
- E. The RCD is in the process of completing applications for grants to fund implementation efforts, with notification expected as early as the fall of 2020. Following a grant award, the RCD would be able to begin work with Responsible Party to implement the Putah-Cache Watershed Arundo Eradication Program (Project). Once the RCD obtains all necessary agreements and permits, copies of permits shall be made available to Responsibility Party on request.
- F. The long-term success of the Project is dependent on full participation of responsible parties in the watershed who have arundo on their properties. Following a grant award for implementation, a grant workplan will indicate which initial treatment will be the RCD's responsibility. Any arundo left untreated will spread downstream and reinvade previously treated areas.
- G. Responsible Party acknowledges the benefits of the Project and therefore has agreed to allow the RCD, or its designated agent, to enter the Property to implement the Project on the terms and conditions set forth herein.

NOW THEREFORE, the RCD and Responsible Party agree as follows:

1. Grant of Right of Access.

(a) **Right of Access.** Responsible Party hereby grants to the RCD, its funders, employees, agents or designees, right of access to the Property to implement the Project when reasonably necessary or appropriate during the term of this Agreement. The RCD's right of access includes the right to allow personnel and equipment on the Property as reasonably appropriate. The right of access to the Property granted herein is subject to all the terms and conditions set forth in this Agreement.

(b) **Work Area.** Except for ingress and egress, the RCD's work relating to the Project shall be confined to the areas shown on Exhibit A ("Work Area"). The Parties acknowledge and agree that the Work Area will be used, altered and maintained in accordance with the Project.

(c) **Nonexclusive Right.** The RCD's right of access to the Property is not exclusive. Responsible Party, its employees and invitees may continue otherwise authorized uses of the property, so long as such use does not interfere with the Project.

(d) **Advance Notice.** The RCD shall give advance notice prior to entry. The notice shall be made by either phone, text, email, or postal mail as directed to the preferred method of notice provided by Responsible Party in Section 8.

(e) **No Property Interest Conveyed.** This Agreement does not convey a property interest to the RCD in the Property or any portion thereof. This Agreement shall not be recorded in the official records of Yolo County.

2. Term of Agreement. The term of this Agreement shall commence on the date all the Parties have signed this Agreement ("Commencement Date"). The agreement will terminate ten (10) years after the Project Notice to Proceed. Project Notice to Proceed shall be provided to Responsible Party by the preferred method in Section 8 and become part of this Agreement. The term of this Agreement may be extended by mutual written agreement of the Parties or unless sooner terminated as provided in this Agreement. Responsible Party hereby agrees to provide notice of this Agreement and its obligations to all future successors and assigns of the property, within the Project Term.

3. Default. In the event of a material default by the RCD, this Agreement may be terminated by Responsible Party a) provided the Responsible Party gives the RCD written notice of the default, which notice shall describe the nature of the default, and b) provided the RCD is given sixty (60) days to cure the default. In the event the RCD fails to cure the default within such sixty (60) day period, the Responsible Party may terminate this Agreement.

4. Responsibility for Project Costs. The Project is expected to take 10 years to complete. All project costs will be the sole responsibility of the RCD during the grant funding period. Following the grant period, Responsible Party agrees to maintain the Project on their property only. In the event that the Project is not maintained in accordance with Agreement, the RCD is authorized to maintain the Project during the duration of this Agreement.

5. Cooperation and Coordination. During the Term of this Agreement. Responsible Party and the RCD agree that: (a) each Party will cooperate and coordinate its activities with one another in order not to disturb ongoing use of the Work Area; (b) Responsible Party will not intentionally take action to disrupt the progress of the Project; (c) The RCD will continue monitoring and maintenance of the Project with assistance from the Responsible Party, when needed, for 10 years, commencing from the date of

execution; and (d) each Party will take, use, provide and make proper, reasonable, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damage to any person or the Property.

6. Insurance and Indemnification.

(a) **Insurance.** RCD agrees to obtain and/or maintain at its own cost and expense general liability insurance in the sum of not less than \$2,500,000 for each occurrence and not less than \$2,500,000 combined limit.

(b) **Indemnification.** RCD shall indemnify, defend, and hold Responsible Party harmless from any and all claims, liability, losses, costs, charges, or expenses (“Claim” or “Claims”) which Responsible Party may incur as a result of any negligent or wrongful act or omission of RCD in its use of the right of access granted under this Agreement. This indemnification obligation shall not apply to the extent a Claim is the result of the negligent or wrongful act or omission of Responsible Party.

(c) **Repair of Damage.** The RCD shall promptly repair any damage to the Property caused by the acts or omissions of the RCD or its employees or contractors. Damage resulting from natural causes (floods, fire, earthquakes, erosion, etc.) are excluded.

7. Compliance with Applicable Laws. The RCD agrees to comply in all respects with any and all applicable federal, state, and local statutes, laws, ordinances, codes, regulations, and permit conditions in connection with Project.

8. Notice.

(a) **Method of Notice.** The Parties shall give all notices and communications between the Parties by (i) phone call or voice message, (ii) text alert, (iii) email, or (iv) first-class registered or certified mail, postage prepaid to the Party's preferred method of notice specified in this Agreement. Responsible Party preferred method of notice (Please circle one of the following: phone call/voice message, text alert, email, postal service):

(b)

Name: _____

Phone number: _____

Email address: _____

Mailing address: _____

Advanced notice preferences (additional notes):

(c) **Receipt of Notice.** A notice given under this Agreement will be effective on the other Party's receipt of it.

9. Assignment and Survival. This Agreement shall be binding on any successors in interest to the Landowner throughout its term.

10. Signatories. The person(s) signing this Agreement on behalf of the Landowner represents that he/she is authorized to enter into it and that the RCD is relying on this representation in entering into this Agreement.

11. Records. The original Agreement shall be kept on file at the RCD office, and a copy signed by the RCD Executive Director will be returned for the Landowner's records.

12. General Provisions.

(a) **Recitals.** The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

(b) **Integration.** This Agreement contains the complete and entire agreement between the Parties and cannot be altered, modified or amended except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

(c) **Binding Effect.** This Agreement shall inure to the benefit of and bind the Parties hereto and their successors and assigns. Responsible Party hereby agrees to provide notice of this Agreement and its obligations to all future successors and assigns.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) **Captions.** All sections and paragraph headings and captions appearing in this Agreement are included for convenience only, and shall not be considered in interpreting this Agreement.

(f) **Severability.** If any term, provisions, condition or covenant of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by law.

(g) **Exhibits.** All exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

(h) **Waiver.** A waiver by one Party of the performance of any covenant, agreement, obligation or condition, shall not be construed as a waiver of any other covenant, agreement or condition. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

(i) **Interpretation.** Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting Party or the Party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

(j) **Mediation of Disputes.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties agree to first try in good faith to settle the dispute by non-binding mediation before resorting to binding arbitration or litigation.

(k) Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in Yolo and/or Solano County, California. The exclusive venue for any suit, action or proceeding shall be in Yolo and/or Solano County, California.

(l) Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof. This Agreement may also be executed in multiple counterparts and shall be effective when counterparts hereof, when taken together, bear the signatures of all the Parties set forth below.

(m) Authority. The undersigned Parties affirm that the individuals signing this Agreement have been granted the authority to do so.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date and year set forth below.

Responsible Party

Yolo County Resource Conservation District
221 West Court Street Ste. 1
Woodland, CA 95695
(530) 661-1688

Signature

Signature

Name, Title

Heather Nichols, Executive Director

Name, Title

Date

Date

(OPTIONAL) Approved as to form by:

Name: _____

Name: _____

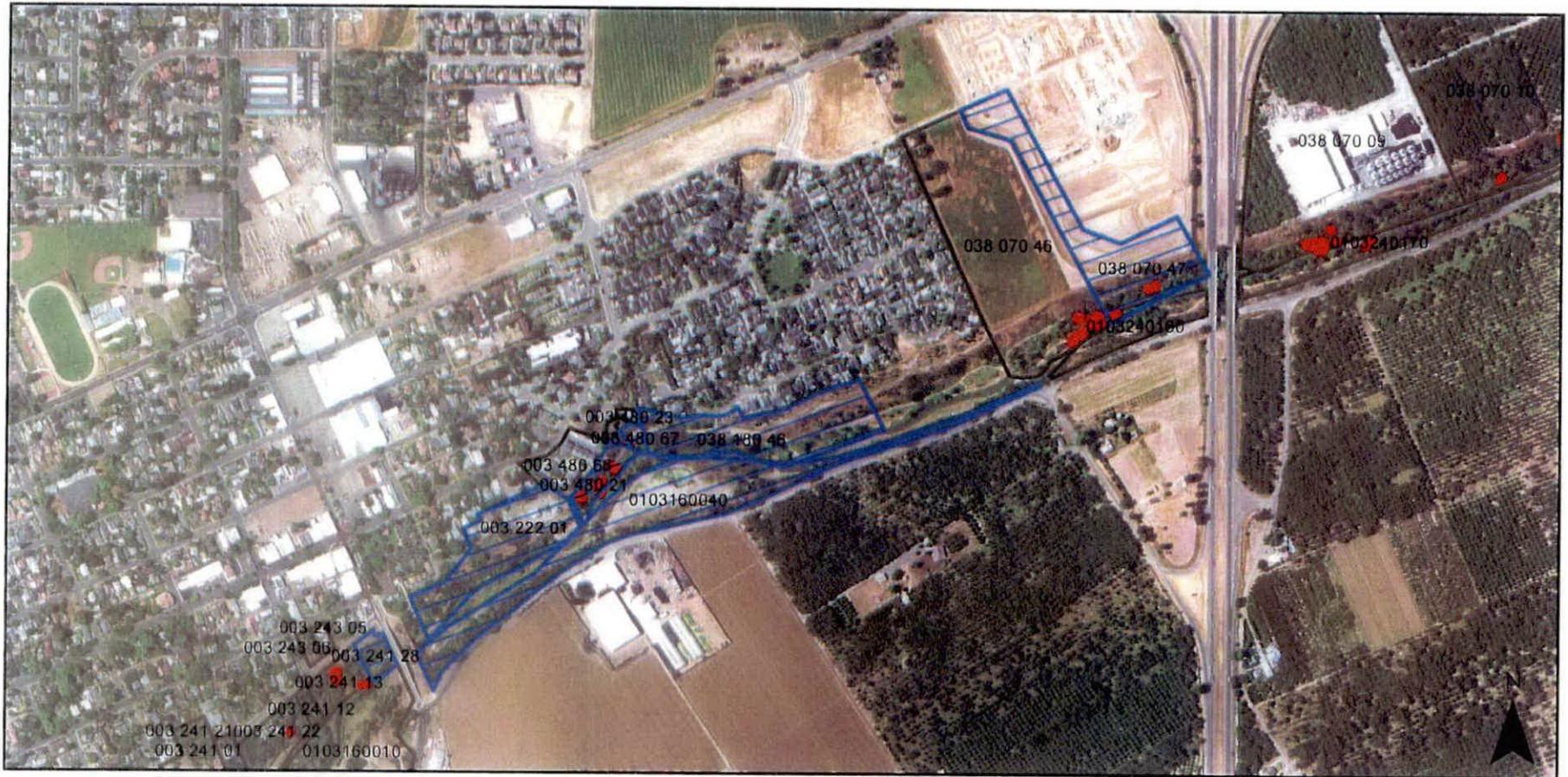
Title: _____

Title: _____

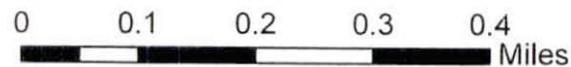
Date: _____

Date: _____

EXHIBIT A: Map of City of Winters Property and Work Area



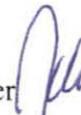
-  Landowner Parcel
-  Arundo
-  Parcels



Created by the Yolo County RCD. All areas are approximate.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: June 16, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Irrevocable Offer of Dedication of Right of Way and Access Easement for the Winters Highlands (Stone's Throw) Phase 1A Subdivision

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2020 - 29, to consent to accept an Irrevocable Offer of Dedication (IOD) of Right of Way and Easements for Sidewalk and Pedestrian Access Purposes, for the Winters Highlands (Stone's Throw) Phase 1A Subdivision; and
2. Direct the City Clerk to sign and record the Certificate of Acceptance with the County Recorder.

BACKGROUND: The Winters Highlands Ph 1A Subdivision project consists of approximately 48 lots on approximately 6 acres, located at the southeast corner of W. Main Street and Moody Slough Road. Phase 1A represents the second phase of the Winters Highlands Subdivision (Stones Throw) to move forward. On August 8, 2017; the Community Development Department made a finding that Phase I Alternate A was in substantial conformance with the Tentative Map approved by the City Council.

The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, open space, including access rights and abutters' rights, drainage, public utility easements, and other public easements.

On December 18, 2018, the City Council adopted Resolution No. 2018-75, to consent to Irrevocable Offers of Dedication (IOD) for Fee Title for Road Right of Way, Easement for Public Utility Easement, and Easement for Sidewalk and Pedestrian Access Purposes, for the Winters Highlands (Stone's Throw) Phase 1A Subdivision.

The Phase 1A Final Map was approved by Council, on December 18, 2018, along with the

Public Improvement and Maintenance Agreement, for required improvements within the public right of way.

DISCUSSION: Construction was started in August 2018 and on February 4, 2020 the City Council accepted the public improvements and a Notice of Completion was filed. Therefore, the City should accept the offers of dedication for rights of way and access easements.

Staff recommends the City Council adopt Resolution No. 2020 - 29, to consent to accept an Irrevocable Offer of Dedication (IOD) of Right of Way and Easements for Sidewalk and Pedestrian Access Purposes, for the Winters Highlands (Stone's Throw) Phase 1A Subdivision; and direct the City Clerk to sign and record the Certificate of Acceptance with the County Recorder.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

ATTACHMENTS: Resolution No. 2020-29
Exhibits A and B
Plot Plan
Certificate of Acceptance

RESOLUTION NO. 2020 - 29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO
CONSENT TO ACCEPT AN IRREVOCABLE OFFER OF DEDICATION (IOD) OF
RIGHT OF WAY AND EASEMENTS FOR SIDEWALK AND PEDESTRIAN ACCESS
PURPOSES, FOR THE WINTERS HIGHLANDS (STONE'S THROW) PHASE 1A
SUBDIVISION**

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

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

WHEREAS, such dedications of land for said purposes shall be made by deed, which is attached to the Resolution for reference; and

WHEREAS, the City Council on December 18, 2018 approved Final Map #4507 for Winters Highlands Phase 1A; and

WHEREAS, said Map includes various road rights of ways and pedestrian and sidewalk access easements; and

WHEREAS, on February 4, 2020, the City Council accepted the public improvements and a Notice of Completion was filed; and

WHEREAS, adoption of this Resolution will consent to accept the Irrevocable Offer of Dedication for Right of Way and Easements for Sidewalk and Pedestrian Access Purposes, for the Winters Highlands (Stone's Throw) Phase 1A Subdivision.

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

1. Consent to accept the Irrevocable Offer of Dedication for Right of Way and Easements for Sidewalk and Pedestrian Access Purposes, for the Winters Highlands (Stone's Throw) Phase 1A Subdivision, and
2. Direct the City Clerk to sign and record the Certificate of Acceptance with the County Recorder

PASSED AND ADOPTED by the City Council of the City of Winters, on this 16th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Cowan, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk

EXHIBIT A

**WINTERS HIGHLANDS PHASE 1A
DEDICATION
to the
CITY OF WINTERS**

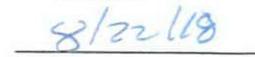
That portion of real property situate in the City of Winters, County of Yolo, State of California, also being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, and being more particularly described as follows:

FENLEY WAY:

BEGINNING at a point on the Southerly line of said Lot F, said point being distant the following three (3) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); 2) South 72°40'24" West 3,408.78 feet to the Southeast corner of said Lot F; and 3) along said Southerly line, South 84°12'55" West 100.48 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and leaving said Southerly line, North 15°59'21" West 25.52 feet; thence North 05°47'06" West 17.89 feet; thence, along a curve to the left, concave Westerly, said curve having a radius of 613.00 feet, through a central angle of 05°43'56" and having an arc distance of 61.33 feet; thence, along a curve to the right, concave Easterly, said curve having a radius of 587.00 feet, through a central angle of 21°12'07" and having an arc distance of 217.22 feet; thence, along a curve to the left, concave Westerly, said curve having a radius of 813.00 feet, through a central angle of 03°33'48" and having an arc distance of 50.56 feet to a point hereinafter called POINT "A"; thence, along a curve to the left, concave Westerly, said curve having a radius of 813.00 feet, through a central angle of 05°54'16" and having an arc distance of 83.78 feet; thence, along a curve to the right, concave Southeasterly, said curve having a radius of 20.00 feet, through a central angle of 89°41'27" and having an arc distance of 31.31 feet; thence North 89°54'28" East 50.01 feet; thence North 00°05'32" West 26.00 feet; thence South 89°54'28" West 382.82 feet; thence North 79°53'18" West 23.55 feet to the East line of West Main Street as shown on said map; thence,


Bryan P. Bonino, L.S. 7521




Date

along said East line, South $00^{\circ}05'32''$ East 34.33 feet; thence, leaving said East line, North $79^{\circ}42'14''$ East 23.49 feet; thence North $89^{\circ}54'28''$ East 256.74 feet; thence, along a curve to the right, concave Southwesterly, said curve having a radius of 30.00 feet, through a central angle of $91^{\circ}05'50''$ and having an arc distance of 47.70 feet; thence, along a curve to the right, concave Westerly, said curve having a radius of 787.00 feet, through a central angle of $04^{\circ}31'02''$ and having an arc distance of 62.05 feet to a point hereinafter called POINT "B"; thence, along a curve to the right, concave Westerly, said curve having a radius of 787.00 feet, through a central angle of $04^{\circ}09'45''$ and having an arc distance of 57.18 feet; thence, along a curve to the left, concave Easterly, said curve having a radius of 613.00 feet, through a central angle of $03^{\circ}35'45''$ and having an arc distance of 38.47 feet; thence, along a curve to the right, concave Northwesterly, said curve having a radius of 30.00 feet, through a central angle of $83^{\circ}49'08''$ and having an arc distance of 43.89 feet; thence South $07^{\circ}36'59''$ West 26.24 feet; thence, along a curve to the right, concave Southwesterly, the radial line of said curve bears, South $00^{\circ}05'32''$ East, said curve having a radius of 30.00 feet, through a central angle of $88^{\circ}30'20''$ and having an arc distance of 46.34 feet; thence, along a curve to the left, concave Easterly, said curve having a radius of 613.00 feet, through a central angle of $05^{\circ}02'55''$ and having an arc distance of 54.01 feet; thence, along a curve to the right, concave Northwesterly, said curve having a radius of 30.00 feet, through a central angle of $96^{\circ}32'35''$ and having an arc distance of 50.55 feet; thence South $00^{\circ}05'32''$ East 26.00 feet to a point hereinafter called POINT "C"; thence North $89^{\circ}54'28''$ East 14.04 feet; thence, along a curve to the right, concave Southwesterly, said curve having a radius of 30.00 feet, through a central angle of $81^{\circ}54'19''$ and having an arc distance of 42.89 feet; thence, along a curve to the right, concave Westerly, said curve having a radius of 587.00 feet, through a central angle of $02^{\circ}24'07''$ and having an arc distance of 24.61 feet; thence South $05^{\circ}47'06''$ East 17.89 feet; thence South $04^{\circ}25'08''$ West 25.52 feet to said Southerly line of said Lot F; thence, along said Southerly line, North $84^{\circ}12'55''$ East 35.04 feet to the POINT OF BEGINNING.

Containing 0.594 acres of land, more or less.

RICHIE WAY:

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "C" hereinabove described; thence, from said POINT OF BEGINNING, North 00°05'32" West 26.00 feet; thence South 89°54'28" West 157.79 feet; thence, along a curve to the right, concave Northeasterly, said curve having a radius of 30.00 feet, through a central angle of 90°00'00" and having an arc distance of 47.12 feet; thence North 00°05'32" West 56.50 feet; thence, along a curve to the right, concave Southeasterly, said curve having a radius of 30.00 feet, through a central angle of 90°00'00" and having an arc distance of 47.12 feet; thence North 89°54'28" East 153.82 feet; thence North 07°36'59" East 26.24 feet; thence South 89°54'28" West 248.34 feet; thence South 00°05'32" East 26.00 feet; thence North 89°54'28" East 25.00 feet; thence, along a curve to the right, concave Southwesterly, said curve having a radius of 10.00 feet, through a central angle of 90°00'00" and having an arc distance of 15.71 feet; thence South 00°05'32" East 96.50 feet; thence, along a curve to the right, concave Northwesterly, said curve having a radius of 10.00 feet, through a central angle of 90°00'00" and having an arc distance of 15.71 feet; thence South 89°54'28" West 20.00 feet to a point hereinafter called POINT "D"; thence South 00°05'32" East 26.00 feet; thence North 89°54'28" East 243.79 feet to the POINT OF BEGINNING.

Containing 0.372 acres of land, more or less.

20' PEDESTRIAN ACCESS EASEMENT "A":

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "A" hereinabove described; thence, from said POINT OF BEGINNING, North 89°54'28" East 105.55 feet; thence, along a curve to the left, concave Westerly, the radial line of said curve bears, North 84°35'30" West, said curve having a radius of 918.00 feet, through a central angle of 01°15'10" and having an arc distance of 20.07 feet; thence South 89°54'28" West 105.33; thence, along a curve to the right, concave Westerly, the radial line of said curve bears, North 85°17'41" West, said curve having a radius of 813.00 feet, through a central angle of 01°24'58" and having an arc distance of 20.09 feet to the POINT OF BEGINNING.

Containing 0.048 acres of land, more or less.

24' PEDESTRIAN ACCESS EASEMENT "B":

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "B" hereinabove described; thence, from said POINT OF BEGINNING, South 89°54'28" West 306.22 feet; thence South 00°05'32" East 24.00 feet; thence North 89°54'28" East 303.49 feet; thence, along a curve to the left, concave Westerly, the radial line of said curve bears, North 82°43'09" West, said curve having a radius of 787.00 feet, through a central angle of 01°45'31" and having an arc distance of 24.16 feet to the POINT OF BEGINNING.

Containing 0.168 acres of land, more or less.

24' PEDESTRIAN ACCESS EASEMENT "C":

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at a point that is distant, North 00°05'32" West 26.00 feet from said Point "C" hereinabove described; thence, from said POINT OF BEGINNING, along a curve to the left, concave Northwesterly, the radial line of said curve bears, North 00°43'05" East, said curve having a radius of 30.00 feet, through a central angle of 78°27'47" and having an arc distance of 41.08 feet; thence South 89°54'28" West 216.58 feet; thence, along a curve to the left, concave Northeasterly, the radial line of said curve bears, North 78°22'15" East, said curve having a radius of 30.00 feet, through a central angle of 78°27'47" and having an arc distance of 41.08 feet; thence, North 89°54'28" East 157.79 feet to the POINT OF BEGINNING.

Containing 0.111 acres of land, more or less.

24' PEDESTRIAN ACCESS EASEMENT "D":

TOGETHER with that certain Parcel of land, being a portion of Lot F as shown in Book 2018 of Maps at Pages 89 – 95, Yolo County Records, being more particularly described as follows:

BEGINNING at said Point "D" hereinabove described; thence, from said POINT OF BEGINNING, North 89°54'28" East 20.00 feet; thence, along a curve to the left, concave Northerly, said curve having a radius of 10.00 feet, through a central angle of 90°00'00" and having an arc distance of 15.71 feet; thence North 00°05'32" West 14.00 feet; thence South

89°54'28" West 49.29 feet; thence, along a curve to the left, concave Easterly, the radial line of said curve bears, North 87°19'12" East, said curve having a radius of 760.00 feet, through a central angle of 01°48'46" and having an arc distance of 24.05 feet; thence North 89°54'28" East 17.83 feet to the POINT OF BEGINNING.

Containing 0.026 acres of land, more or less.

Total resultant area containing 1.319 acres of land, more or less.

TOGETHER with a Public Utilities Easements, 10.00 feet in width, lying parallel and adjacent to Fenley Way, and Richie Way as designated on Exhibit B, attached hereto.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JS2151) and "T 1069" (PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2010.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2010.00; said grid bearing being South 00°33'35" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99995394.

End of description.

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

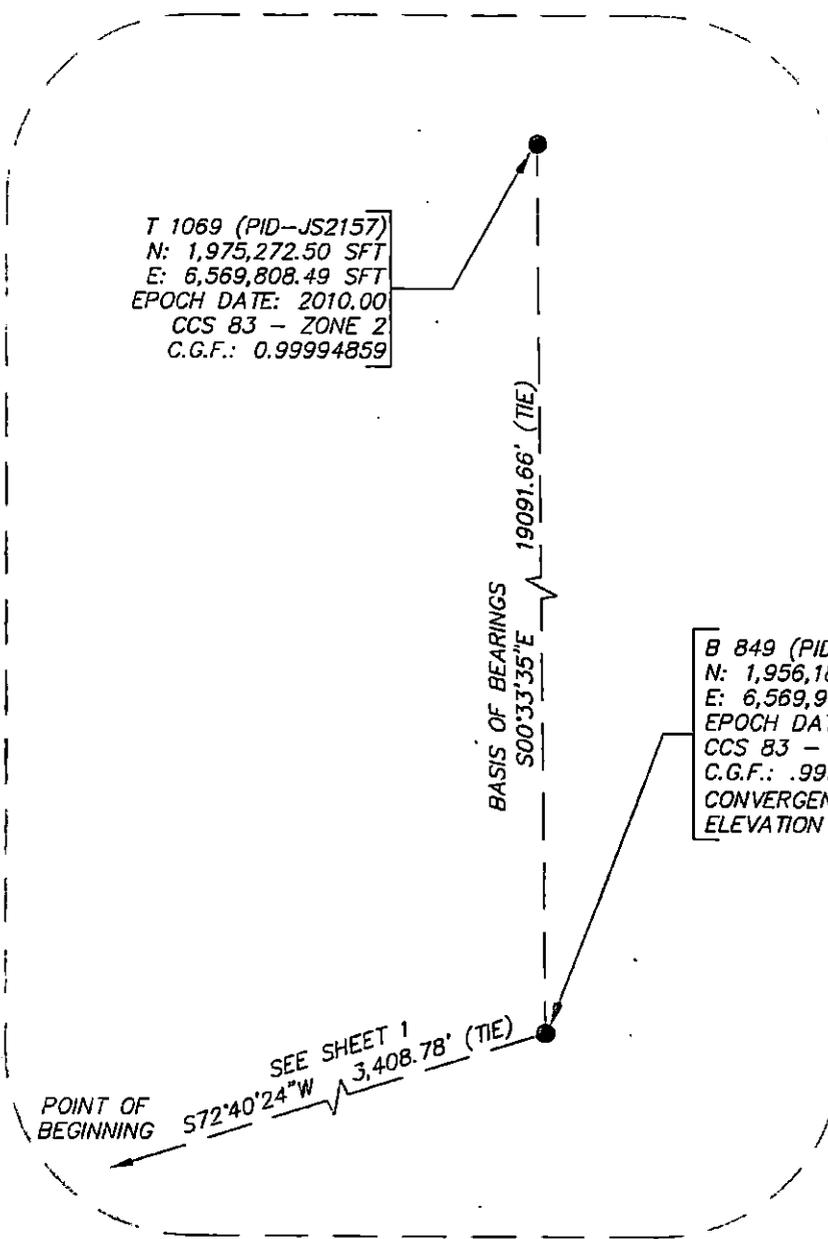
LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°59'21"W	25.52'
L2	N05°47'06"W	17.89'
L3	N89°54'28"E	50.01'
L4	N00°05'32"W	26.00'
L5	N79°53'18"W	23.55'
L6	S00°05'32"E	34.33'
L7	N79°42'14"E	23.49'
L8	S00°05'32"E	26.00'
L9	N89°54'28"E	25.00'
L10	S89°54'28"W	20.00'
L11	S00°05'32"E	26.00'
L12	N89°54'28"E	14.04'
L13	S05°47'06"E	17.89'
L14	S04°25'08"W	25.52'
L15	N84°12'55"E	35.04'
L16	N00°05'32"W	26.00'
L17	N00°05'32"W	56.50'
L18	S07°36'59"E	26.24'
L19	N89°54'28"E	105.55'
L20	S89°54'28"W	105.33'
L21	S89°54'28"W	306.22'
L22	S00°05'32"E	24.00'
L23	N89°54'28"E	303.49'
L24	S89°54'28"W	216.58'
L25	N00°05'32"W	14.00'
L26	S89°54'28"W	49.29'
L27	N89°54'28"E	17.83'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	613.00'	61.33'	05°43'56"
C2	587.00'	217.22'	21°12'07"
C3	813.00'	50.56'	03°33'48"
C4	813.00'	83.78'	05°54'16"
C5	20.00'	31.31'	89°41'27"
C6	30.00'	47.70'	91°05'50"
C7	787.00'	62.05'	04°31'02"
C8	787.00'	57.18'	04°09'45"
C9	613.00'	38.47'	03°35'45"
C10	30.00'	43.89'	83°49'08"
C11	10.00'	15.71'	90°00'00"
C12	10.00'	15.71'	90°00'00"
C13	30.00'	42.89'	81°54'19"
C14	587.00'	24.61'	02°24'07"
C15	30.00'	50.55'	96°32'35"
C16	613.00'	54.01'	05°02'55"
C17	30.00'	46.34'	88°30'20"
C18	30.00'	47.12'	90°00'00"
C19	30.00'	47.12'	90°00'00"
C20	918.00'	20.07'	01°15'10"
C21	813.00'	20.09'	01°24'58"
C22	787.00'	24.16'	01°45'31"
C23	30.00'	41.08'	78°27'47"
C24	30.00'	41.08'	78°27'47"
C25	760.00'	24.05'	01°48'46"

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

EXHIBIT B
CITY OF WINTERS
 LOCATED IN A PORTION OF SECTION 21
 TOWNSHIP 8 NORTH, RANGE 1 WEST
 MOUNT DIABLO MERIDIAN
 CITY OF WINTERS,
 YOLO COUNTY, CALIFORNIA
 SHEET 2 OF 3 AUGUST 22, 2018

X:\Land Projects\2159-7\dwg\2159-7_EXH_STREET_DEDICATIONS



T 1069 (PID--JS2157)
 N: 1,975,272.50 SFT
 E: 6,569,808.49 SFT
 EPOCH DATE: 2010.00
 CCS 83 - ZONE 2
 C.G.F.: 0.99994859

B 849 (PID--JA2151)
 N: 1,956,182.60 SFT
 E: 6,569,995.02 SFT
 EPOCH DATE: 2010.00
 CCS 83 - ZONE 2
 C.G.F.: .99995928
 CONVERGENCE ANGLE: 0°01'06.1"
 ELEVATION N.A.V.D. 88: 130.4 SFT

DETAIL
 NTS

EXHIBIT B
 CITY OF WINTERS
 LOCATED IN A PORTION OF SECTION 21
 TOWNSHIP 8 NORTH, RANGE 1 WEST
 MOUNT DIABLO MERIDIAN
 CITY OF WINTERS,
 YOLO COUNTY, CALIFORNIA
 SHEET 3 OF 3 AUGUST 22, 2018

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X:\V and Projects\2159-7\dwg\2159-7_FXH_STREET_DEFINITIONS

STREET DEDICATION CLOSURES

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FENLEY WAY

North: 4359.5429 East : 6986.2194
Line Course: N 15-59-21 W Length: 25.52
 North: 4384.0757 East : 6979.1898
Line Course: N 05-47-06 W Length: 17.89
 North: 4401.8746 East : 6977.3865
Curve Length: 61.33 Radius: 613.00
 Delta: 5-43-56 Tangent: 30.69
 Chord: 61.30 Course: N 08-39-04 W
 Course In: S 84-12-54 W Course Out: N 78-28-58 E
 RP North: 4340.0867 East : 6367.5085
 End North: 4462.4798 East : 6968.1655
Curve Length: 217.22 Radius: 587.00
 Delta: 21-12-07 Tangent: 109.86
 Chord: 215.98 Course: N 00-54-58 W
 Course In: N 78-28-58 E Course Out: N 80-18-55 W
 RP North: 4579.6817 East : 7543.3461
 End North: 4678.4307 East : 6964.7119
Curve Length: 134.34 Radius: 813.00
 Delta: 9-28-04 Tangent: 67.33
 Chord: 134.19 Course: N 04-57-03 E
 Course In: N 80-18-55 W Course Out: S 89-46-59 E
 RP North: 4815.1988 East : 6163.2984
 End North: 4812.1205 East : 6976.2926
Curve Length: 31.31 Radius: 20.00
 Delta: 89-41-27 Tangent: 19.89
 Chord: 28.21 Course: N 45-03-44 E
 Course In: S 89-46-59 E Course Out: N 00-05-32 W
 RP North: 4812.0448 East : 6996.2925
 End North: 4832.0448 East : 6996.2603
Line Course: N 89-54-28 E Length: 50.01
 North: 4832.1252 East : 7046.2702
Line Course: N 00-05-32 W Length: 26.00
 North: 4858.1252 East : 7046.2284
Line Course: S 89-54-28 W Length: 382.82
 North: 4857.5090 East : 6663.4089
Line Course: N 79-53-18 W Length: 23.55
 North: 4861.6436 East : 6640.2246
Line Course: S 00-05-32 E Length: 34.33
 North: 4827.3137 East : 6640.2799
Line Course: N 79-42-14 E Length: 23.49
 North: 4831.5122 East : 6663.3916
Line Course: N 89-54-28 E Length: 256.74
 North: 4831.9254 East : 6920.1313
Curve Length: 47.70 Radius: 30.00
 Delta: 91-05-50 Tangent: 30.58
 Chord: 42.83 Course: S 44-32-37 E
 Course In: S 00-05-32 E Course Out: S 88-59-42 E

STREET DEDICATION CLOSURES

RP North: 4801.9255	East : 6920.1796
End North: 4801.3993	East : 6950.1750
Curve Length: 119.22	Radius: 787.00
Delta: 8-40-47	Tangent: 59.73
Chord: 119.11	Course: S 05-20-42 W
Course In: N 88-59-42 W	Course Out: S 80-18-55 E
RP North: 4815.2030	East : 6163.2961
End North: 4682.8087	East : 6939.0800
Curve Length: 38.47	Radius: 613.00
Delta: 3-35-45	Tangent: 19.24
Chord: 38.47	Course: S 07-53-12 W
Course In: S 80-18-55 E	Course Out: N 83-54-40 W
RP North: 4579.6858	East : 7543.3438
End North: 4644.7075	East : 6933.8020
Curve Length: 43.89	Radius: 30.00
Delta: 83-49-08	Tangent: 26.93
Chord: 40.08	Course: S 47-59-54 W
Course In: N 83-54-40 W	Course Out: S 00-05-32 E
RP North: 4647.8896	East : 6903.9712
End North: 4617.8897	East : 6904.0195
Line Course: S 07-36-59 W	Length: 26.24
North: 4591.8812	East : 6900.5417
Curve Length: 46.34	Radius: 30.00
Delta: 88-30-20	Tangent: 29.23
Chord: 41.87	Course: S 45-50-22 E
Course In: S 00-05-32 E	Course Out: N 88-24-48 E
RP North: 4561.8812	East : 6900.5900
End North: 4562.7119	East : 6930.5784
Curve Length: 54.01	Radius: 613.00
Delta: 5-02-55	Tangent: 27.02
Chord: 54.00	Course: S 04-06-39 E
Course In: N 88-24-48 E	Course Out: S 83-21-53 W
RP North: 4579.6853	East : 7543.3434
End North: 4508.8539	East : 6934.4494
Curve Length: 50.55	Radius: 30.00
Delta: 96-32-35	Tangent: 33.64
Chord: 44.78	Course: S 41-38-11 W
Course In: S 83-21-53 W	Course Out: S 00-05-32 E
RP North: 4505.3874	East : 6904.6504
End North: 4475.3874	East : 6904.6986
Line Course: S 00-05-32 E	Length: 26.00
North: 4449.3875	East : 6904.7405
Line Course: N 89-54-28 E	Length: 14.04
North: 4449.4101	East : 6918.7805
Curve Length: 42.89	Radius: 30.00
Delta: 81-54-19	Tangent: 26.04
Chord: 39.33	Course: S 49-08-23 E
Course In: S 00-05-32 E	Course Out: N 81-48-47 E
RP North: 4419.4101	East : 6918.8288
End North: 4423.6822	East : 6948.5230
Curve Length: 24.61	Radius: 587.00
Delta: 2-24-07	Tangent: 12.31

STREET DEDICATION CLOSURES

--
RICHIE WAY

North: 4449.3804 East : 6904.7434
Line Course: N 00-05-32 W Length: 26.00
 North: 4475.3804 East : 6904.7015
Line Course: S 89-54-28 W Length: 157.79
 North: 4475.1264 East : 6746.9117
Curve Length: 47.12 Radius: 30.00
 Delta: 90-00-00 Tangent: 30.00
 Chord: 42.43 Course: N 45-05-32 W
 Course In: N 00-05-32 W Course Out: S 89-54-28 W
 RP North: 4505.1263 East : 6746.8635
 End North: 4505.0781 East : 6716.8635
Line Course: N 00-05-32 W Length: 56.50
 North: 4561.5780 East : 6716.7726
Curve Length: 47.12 Radius: 30.00
 Delta: 90-00-00 Tangent: 30.00
 Chord: 42.43 Course: N 44-54-28 E
 Course In: N 89-54-28 E Course Out: N 00-05-32 W
 RP North: 4561.6263 East : 6746.7725
 End North: 4591.6262 East : 6746.7242
Line Course: N 89-54-28 E Length: 153.82
 North: 4591.8738 East : 6900.5440
Line Course: N 07-36-59 E Length: 26.24
 North: 4617.8823 East : 6904.0219
Line Course: S 89-54-28 W Length: 248.34
 North: 4617.4826 East : 6655.6822
Line Course: S 00-05-32 E Length: 26.00
 North: 4591.4826 East : 6655.7241
Line Course: N 89-54-28 E Length: 25.00
 North: 4591.5229 East : 6680.7240
Curve Length: 15.71 Radius: 10.00
 Delta: 90-00-00 Tangent: 10.00
 Chord: 14.14 Course: S 45-05-32 E
 Course In: S 00-05-32 E Course Out: N 89-54-28 E
 RP North: 4581.5229 East : 6680.7401
 End North: 4581.5390 East : 6690.7401
Line Course: S 00-05-32 E Length: 96.50
 North: 4485.0391 East : 6690.8954
Curve Length: 15.71 Radius: 10.00
 Delta: 90-00-00 Tangent: 10.00
 Chord: 14.14 Course: S 44-54-28 W
 Course In: S 89-54-28 W Course Out: S 00-05-32 E
 RP North: 4485.0230 East : 6680.8954
 End North: 4475.0230 East : 6680.9115
Line Course: S 89-54-28 W Length: 20.00
 North: 4474.9908 East : 6660.9116
Line Course: S 00-05-32 E Length: 26.00
 North: 4448.9909 East : 6660.9534

STREET DEDICATION CLOSURES

Line Course: N 89-54-28 E Length: 243.79
North: 4449.3833 East : 6904.7431

Perimeter: 1231.64 Area: 16,208 sq.ft. 0.372 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0029 Course: N 05-56-55 W

Error North: 0.00287 East : -0.00030

Precision 1: 424,703.45

STREET DEDICATION CLOSURES

--
20' PEDESTRIAN ACCESS EASEMENT

North: 4728.5027 East : 6971.6636
Line Course: N 89-54-28 E Length: 105.55
 North: 4728.6726 East : 7077.2135
Curve Length: 20.07 Radius: 918.00
 Delta: 1-15-10 Tangent: 10.04
 Chord: 20.07 Course: N 04-46-55 E
 Course In: N 84-35-30 W Course Out: S 85-50-40 E
 RP North: 4815.1969 East : 6163.3001
 End North: 4748.6745 East : 7078.8867
Line Course: S 89-54-28 W Length: 105.33
 North: 4748.5049 East : 6973.5568
Curve Length: 20.09 Radius: 813.00
 Delta: 1-24-58 Tangent: 10.05
 Chord: 20.09 Course: S 05-24-48 W
 Course In: N 85-17-41 W Course Out: S 83-52-43 E
 RP North: 4815.1956 East : 6163.2968
 End North: 4728.5011 East : 6971.6612

Perimeter: 251.04 Area: 2,109 sq.ft. 0.048 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0028 Course: S 56-17-24 W
 Error North: -0.00157 East : -0.00236
Precision 1: 89,657.14

STREET DEDICATION CLOSURES

--
24' NORTHERLY PEDESTRIAN ACCESS EASEMENT

North: 4739.4624 East : 6946.6466
Line Course: S 89-54-28 W Length: 306.22
 North: 4738.9695 East : 6640.4270
Line Course: S 00-05-32 E Length: 24.00
 North: 4714.9695 East : 6640.4656
Line Course: N 89-54-28 E Length: 303.49
 North: 4715.4580 East : 6943.9552
Curve Length: 24.16 Radius: 787.00
 Delta: 1-45-31 Tangent: 12.08
 Chord: 24.15 Course: N 06-24-05 E
Course In: N 82-43-09 W Course Out: S 84-28-40 E
RP North: 4815.1967 East : 6163.3009
End North: 4739.4623 East : 6946.6484

Perimeter: 657.87 Area: 7,318 sq.ft. 0.168 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0018 Course: S 87-05-22 E
Error North: -0.00009 East : 0.00179
Precision 1: 365,483.33

STREET DEDICATION CLOSURES

--
24' SOUTHEASTERLY PEDESTRIAN ACCESS EASEMENT

North:	4475.3804	East :	6904.7015
Curve Length:	41.08	Radius:	30.00
Delta:	78-27-47	Tangent:	24.49
Chord:	37.95	Course:	N 50-40-34 E
Course In:	N 00-05-32 W	Course Out:	S 78-33-19 E
RP North:	4505.3803	East :	6904.6532
End North:	4499.4276	East :	6934.0567
Line Course:	S 89-54-28 W	Length:	216.58
North:	4499.0790	East :	6717.4770
Curve Length:	41.08	Radius:	30.00
Delta:	78-27-47	Tangent:	24.49
Chord:	37.95	Course:	S 50-51-39 E
Course In:	N 78-22-15 E	Course Out:	S 00-05-32 E
RP North:	4505.1263	East :	6746.8612
End North:	4475.1264	East :	6746.9095
Line Course:	N 89-54-28 E	Length:	157.79
North:	4475.3803	East :	6904.6993

Perimeter: 456.53 Area: 4,843 sq.ft. 0.111 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0022 Course: S 89-54-28 W
Error North: -0.00000 East : -0.00224
Precision 1: 207,513.64

STREET DEDICATION CLOSURES

--
24' SOUTHWESTERLY PEDESTRIAN ACCESS EASEMENT

North: 4474.9878 East : 6660.9126
Line Course: N 89-54-28 E Length: 20.00
 North: 4475.0200 East : 6680.9126
Curve Length: 15.71 Radius: 10.00
 Delta: 90-00-00 Tangent: 10.00
 Chord: 14.14 Course: N 44-54-28 E
 Course In: N 00-05-32 W Course Out: N 89-54-28 E
 RP North: 4485.0199 East : 6680.8965
 End North: 4485.0360 East : 6690.8965
Line Course: N 00-05-32 W Length: 14.00
 North: 4499.0360 East : 6690.8740
Line Course: S 89-54-28 W Length: 49.29
 North: 4498.9567 East : 6641.5840
Curve Length: 24.05 Radius: 760.00
 Delta: 1-48-46 Tangent: 12.02
 Chord: 24.04 Course: S 03-35-11 E
 Course In: N 87-19-12 E Course Out: S 85-30-26 W
 RP North: 4534.4926 East : 7400.7528
 End North: 4474.9592 East : 6643.0881
Line Course: N 89-54-28 E Length: 17.83
 North: 4474.9879 East : 6660.9181

Perimeter: 140.87 Area: 1,146 sq.ft. 0.026 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0054 Course: N 88-47-11 E
 Error North: 0.00012 East : 0.00544
Precision 1: 26,088.89



**City of Winters
Certificate of Acceptance**

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant, attached hereto, to the City of Winters, a municipal corporation, is hereby accepted by the undersigned Mayor and City Clerk, on behalf of the City of Winters pursuant to authority conferred by Resolution No. 2020-29 of the City Council adopted on June 16, 2020, and the grantee consents to recordation thereof by its duly authorized officers.

Dated: _____

Wade Cowan, Mayor
City of Winters

Attest:

Dated: _____

Tracy S. Jensen
City Clerk
City of Winters



A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF WINTERS CELEBRATING JUNE 2020 AS WORLD
ELDER ABUSE AWARENESS MONTH

WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of this City of Winters by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, These residents are vital and integral members of our community and their wisdom and experience have enriched our lives; and

WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting many people across the city and county; and

WHEREAS, Abuse affected numerous City of Winters residents who are elderly or have disabilities in 2020; and

WHEREAS, Elder abuse is often underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, Some of the cases investigated by Yolo County Adult Protective Services involve self-neglect and it is our duty as citizens to reach out to people in need;

NOW, THEREFORE, we of the City of Winters do hereby proclaim the month of June 2020 to be World Elder Abuse Awareness Month and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Passed and Adopted the 16TH day June 2020

Mayor Wade Cowan

Mayor Pro Tem Bill Biasi

Councilmember Harold Anderson

Councilmember Jesse Loten

Councilmember Pierre Neu

City Manager John W. Donlevy Jr.

ATTEST: City Clerk Tracy S. Jensen



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Implementation of Paymentus Credit Card Services

RECOMMENDATION:

1. Approve the implementation of Paymentus as the Credit Card Servicer for the City of Winters.
2. Authorize the City Manager to execute the agreement with Paymentus

BACKGROUND:

The City currently accepts credit cards through GovPayNet, this credit card servicer provided a service for which the person making the charge (ie, water bill customer) pays the fees each time the credit card is used. The Govpaynet product is a limited use product that the City of Winters has outgrown.

Staff has reviewed several credit-card providers, and discussed the various providers with our peers in surrounding cities. Once all the information was gathered, staff selected Paymentus as the provider of choice. The fees are relatively low, and, more importantly, Paymentus accepts and works with a number of other payment methods, such as PayPal, Venmo, AmazonPay, and electronic check processing. Paymentus will also provide Pay by email and pay by text for our customers.

Paymentus will integrate with the current Utility Billing Software and create a customer portal and allow the City of Winters to provide paperless billing to our utility billing customers, including emailing or texting customers when balances are past due.

Paymentus will be able to integrate with the Energov permitting software for accepting credit cards for the payment of building permits when that new software is implemented.

Paymentus will also integrate with the City of Winters app that the City has deployed.

There are no setup, implementation or support fees, all fess are strictly based on the usage of the credit cards and will be paid monthly by the City of Winters when invoiced.

FISCAL IMPACT:

Undetermined at this point. Departments accepting credit cards may need to review fees for inclusion of some of the credit card fees in the future, we currently have a Water and Sewer rate study underway and have included the credit card charge in the information to the consultant as they determine the appropriate customer rates to operate the water and sewer systems.

ATTACHMENTS

Paymentus Fee Quote

Paymentus Master Services Agreement

Paymentus

Delivered to	Shelly Gunby, shelly.gunby@cityofwinters.gov
Date	05/20/2020

Paymentus Instant Payment Network (IPN™) Solution Components

- Online Quick Pay**
Allow customers to view and pay bills online without having to register an account. (mobile-optimized interface)

Self-Service Customer Portal
Engage customers with a wealth of online services to enhance their total experience. View payment/consumption history. Manage paperless and autopay settings, eWallet and multiple accounts. (mobile-optimized interface)

Pay-by-Email / Secure PDF eBilling
“push” eBilling with interactive PDFs allows customers to pay directly from their email inbox.

Pay-by-Text
Review balances and make payments through SMS reminders and auto-pay features by Text.

IVR / Automated Phone Payments
Easy-to-use, rapid payment service allows customers to hear their balance and make a payment.
- Paperless eBilling**
Email bill reminders. Opt in/out of paper bill. Historical statement summaries or PDF bill renderings.

Staff Portal & Agent Dashboard
Single sign-on access to manage the full customer experience. Administer all payment types and channels in real-time. Access decision-making analytics. Manage outbound notifications. Agent Assisted payments at the counter.

Paymentus Payment Processing Services
Level 1 PCI Compliant. Secure credit/debit/eCheck processing. Real-time data with simplified reconciliation for all payment channels and payment types.

Outbound Customer Notifications
Deliver payment reminders and other time-critical notifications by phone/text/email.

PayPal, PayPal Credit, Venmo, and AmazonPay
Add advanced payment methods for digital wallets.

Utility Billing - Absorbed	
Setup Fees	\$0.00
Software Costs	\$0.00
Integration Costs with CIS	\$0.00
Annual Subscription	\$0.00
Annual Support Fees	\$0.00
Gateway Fees/PCI Compliance Fee	\$0.00
Credit/Debit Transaction Fees –	\$1.92 per Visa, MasterCard, Discover authorization; Debit transaction; PayPal, Venmo, PayPal Credit transaction
eChecks –One-time payment & recurring	\$0.50 per eCheck/ACH transaction
Non-Qualified transaction fee	2.95% of gross sales volume on Visa, MasterCard, Discover authorization;

*We are open to a variety of pricing models and can offer additional options for your consideration.

- Assumes an average payment amount of \$102.00 for credit/debit card payments. A maximum amount per payment is \$800.00. Multiple payments can be made.
- Chargebacks and returned checks will be billed at \$9.95 each. Outbound notifications include 250 phone, email and text notifications per month; additional usage is invoiced at \$0.20 per message.

Paymentus Instant Payment Network (IPN™) Solution Components

- Online Quick Pay**
Allow customers to view and pay bills online without having to register an account. (mobile-optimized interface)

Self-Service Customer Portal
Engage customers with a wealth of online services to enhance their total experience. View payment/consumption history. Manage paperless and autopay settings, eWallet and multiple accounts. (mobile-optimized interface)

IVR / Automated Phone Payments
Easy-to-use, rapid payment service allows customers to hear their balance and make a payment.

Pay-by-Email / Secure PDF eBilling
"push" eBilling with interactive PDFs allows customers to pay directly from their email inbox.

Pay-by-Text
Review balances and make payments through SMS reminders and auto-pay features by Text.
- Staff Portal & Agent Dashboard**
Single sign-on access to manage the full customer experience. Administer all payment types and channels in real-time. Access decision-making analytics. Manage outbound notifications. Agent Assisted payments at the counter.

Paymentus Payment Processing Services
Level 1 PCI Compliant. Secure credit/debit/eCheck processing. Real-time data with simplified reconciliation for all payment channels and payment types.

PayPal, PayPal Credit, Venmo, and AmazonPay
Add advanced payment methods for digital wallets.

Paperless eBilling
Email bill reminders. Opt in/out of paper bill. Historical statement summaries or PDF bill renderings.

Government Payments (Absorbed or Convenience Fee)	
Setup Fees	\$0.00
Software Costs	\$0.00
Integration Costs with CIS	\$0.00
Annual Subscription	\$0.00
Annual Support Fees	\$0.00
Gateway Fees/PCI Compliance Fee	\$0.00
Credit/Debit Transaction Fees –	2.95%
eChecks –One-time payment & recurring	\$0.75

*We are open to a variety of pricing models and can offer additional options for your consideration.

- Assumes an average payment amount that varies for credit/debit card payments. A maximum amount per payment is \$30,000. Multiple payments can be made.
- Chargebacks and returned checks will be billed at \$9.95 each.

Paymentus

Description of Payment Methods

Utility Billing	IVR, One Time Payment, Customer Portal, e-Billing: Digital Wallets available
Permits	IVR, Payment processing behind Tyler Energov
After School Programs	IVR, One Time Payment, Customer Portal, e-Billing: Digital Wallets available
Miscellaneous	IVR, One Time Payment: Digital Wallets available

Paymentus

MASTER SERVICES AGREEMENT

Client:	City of Winters
Client Address:	318 1st St, Winters, CA 95694
Contact for Notices to Client:	Shelly Gunby, shelly.gunby@cityofwinters.org
Estimated Yearly Bills / Invoices:	28,000

This Master Services Agreement (“Agreement”) is entered into as of the date of the last of the signatures set forth below (“Effective Date”), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277.

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
Schedule A: Paymentus Service Fee Schedule.

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

By: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PAYMENTUS CORPORATION:

GENERAL TERMS AND CONDITIONS

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "Agreement" or "Master Agreement" means the Master Services Agreement between the parties, as amended from time to time.

1.2 "Average Bill Amount" means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 "Effective Date" means the date the last party to execute the Agreement does so, or if the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, the date Client agrees to the Agreement.

1.4 "Excess Payment Amount" means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.5 "Fee Assumptions" means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, (ii) the projected payment method mix (credit vs debit vs e-check) and (iii) an assumption by Paymentus that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed five percent (5%) of the total Payment Amount of all card Payments processed that month.

1.4 "Initial Setup" means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.5 "IPN" or "Instant Payment Network™" means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.6 "Launch Date" means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.8 "Non-Qualified Transaction" means (i) a Payment made with a card or payment method generally issued for

business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with cards payment methods issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs in which is then currently participating. These high-cost cards payment methods may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.7 "Payment" means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.

1.8 "Payment Amount" means the amount of a Payment.

1.9 "Paymentus Authorized Processor" means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.10 "Paymentus Fee" is defined in Section 3.2.

1.11 "Platform" is defined in Section 2.1.

1.12 "Reversed or Chargeback Transactions" means cancelled transactions due to (i) User error, (ii) a User's challenge to Payment authenticity, or (iii) an action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.13 "Services" means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.14 "User" means a user of Client's services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™,

(collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users. Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 Professionalism

Paymentus will perform in a professional manner all Services required to be performed under the Agreement.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 7.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is User paid, in which case Paymentus will charge each User the Paymentus Fee as provided in Schedule A to be collected in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. Paymentus may amend Schedule A upon prior written

notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with

Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment Module	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment Module	Text File
E-billing Module for Billing Data	Text File or Real-time link to billing data
Out-bound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to

Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, it will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization.

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, and when paid by User, the corresponding Paymentus Fee to the appropriate organizations for settlement (other than the Paymentus Fee) directly to Client's depository bank account previously designated by Client ("Client Bank Account"). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and Paymentus will refund to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in the Agreement, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend and indemnify Client and its directors, officers or governing officials, or employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under

this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend and indemnify Paymentus and its directors, officers, or employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that adversely affects the indemnified party requires the indemnified party's consent, which will not be unreasonably delayed or withheld. The indemnified party will not settle any claim without the consent of the indemnifying party, which will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

Notwithstanding the foregoing, Paymentus will not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client or for providing agreements, instructions or information to Users as instructed by Client. Paymentus' total liability for damages for any and all actions associated with the Agreement or the Services will in no event exceed (i) for an error or other action affecting the processing of one or more Payments, the amount of the Paymentus Fee associated with each Payment, (ii) for other claims, the amount of the Paymentus Fee (net of direct processing and other fees paid by Paymentus) paid to Paymentus ("Net Fees") in the six (6) months before the events given rise to the claim or

claims arising from the same circumstances; and (iii) in no event more than the lesser of \$1,000,000.00 or the Net Fees under the Agreement.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 7 (~~five~~^{seven}) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 business days ("Cure Period") after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise directed agreed in writing.

8. Use by Other Localities.

8.1 The parties agree that this Master Services Agreement may be extended, with the authorization of Client, to other public entities or public agencies or institutions of the United States ("Other Public Customers") to permit their use of the Master Services Agreement at the same prices and/or discounts and terms and conditions of this Master Services Agreement. If any other public entity decides to use the Master Services Agreement, Paymentus must deal directly with that public entity concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Client acts only as the "Contracting Agent" for these public entities. It is Paymentus' responsibility to notify the public entities of the availability of this Master Services Agreement. Other public entities desiring to use this Master Agreement must make their own legal determination as to whether the use of this Master Services Agreement is consistent with their laws, regulations, and other policies. Each public entity has the option of executing a separate contract with Paymentus.

Public entities may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the Master Services Agreement's General Terms and Conditions. If, when preparing such a contract, the general terms and conditions of the public entity are unacceptable to Paymentus, Paymentus may withdraw its extension of the award to that public entity. Client shall not be held liable for any costs or damages incurred by an Other Public Customer as a result of any award extended to that Other Public Customer by Paymentus.

9 Miscellaneous

9.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

9.2 Notices

All notices of any type hereunder will be in writing and sent to the addresses indicated on the signature page, and except as otherwise provided in these Terms and Conditions will be given by certified mail or a national courier or by hand delivery.

Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

9.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

9.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

9.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

9.6 Attorney's Fees. Should any litigation arise concerning the Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

9.7 Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services.

9.8 Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9.9 Force Majeure

Paymentus will be excused from performing the Services to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

9.10 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by

agreements in writing signed by the authorized representatives of the parties.

9.11 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and

all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Paymentus

**SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN CITY OF WINTERS AND PAYMENTUS**

The Services will initially consist of the those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – Utility Billing	Check if User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	\$1.92 per Visa, Mastercard, Discover, American express credit/debit transaction \$.50 per eCheck/ACH transaction 2.95% of the total sales volume on Non-Qualified Visa, Mastercard, Discover, American Express credit transaction Up to 250 Phone, Email, SMS notifications per month: Additional usage is invoiced at \$.20 per message	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	\$1.92 per Visa, Mastercard, Discover, American express credit/debit transaction \$.50 per eCheck/ACH transaction 2.95% of the total sales volume on Non-Qualified Visa, Mastercard, Discover, American Express credit transaction Up to 250 Phone, Email, SMS notifications per month: Additional usage is invoiced at \$.20 per message	<input type="checkbox"/>

Note: Average Bill Amount: \$102.00. Maximum Amount per Payment is \$800.00. Multiple payments may be made. Chargebacks and returned checks will be billed at \$9.95 each.

**SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT**

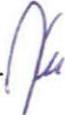
BETWEEN CITY OF WINTERS AND PAYMENTUS

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee – Non Utility Government Payments	Check if User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Advanced Notification Service (ECM), Text 2 Pay,	2.95% per Visa, Mastercard, Discover, American express credit/debit transaction \$0.75 per eCheck/ACH transaction	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	2.95% per Visa, Mastercard, Discover, American express credit/debit transaction \$0.75 per eCheck/ACH transaction	<input checked="" type="checkbox"/>

Note: Average Bill Amount: \$ _Varies____. Maximum Amount per Payment is \$ _25,000.00____. Multiple payments may be made. Chargebacks and returned checks will be billed at \$9.95 each.



CITY COUNCIL
STAFF REPORT

DATE: June 16, 2020
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Local Early Action Planning Grant Application

RECOMMENDATION:

That the City Council adopt RESOLUTION NO. 2020-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, YOLO COUNTY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

BACKGROUND:

The Local Early Action Planning Grant Application (LEAP) is a \$65,000 grant to assist jurisdictions with planning activities associated with housing elements, planning review and the acceleration of housing activities. This is a “block grant” meaning that jurisdictions with projects which are within the parameters of the program almost automatically get the funding.

Discussion:

The attached resolution is required for the grant submittal which is due by July 1, 2020. The grant will be used to pay for the following:

Winters is seeking LEAP funding primarily for the purpose of updated our Housing Element to encourage affordable housing, including establishing pro-housing policies and generally streamlining the process for the creating of new affordable housing.

The Housing Element is required under state law and necessary to allow for creation of new housing projects throughout the City. The tasks to accomplish this will include the following:

- 1) Public Outreach -- to ensure meaningful community involvement and buy in. Virtual workshops, online surveys, and decision-maker study sessions will be undertaken.
- 2) Draft Housing Element – including all required standard sections such as an introduction, analysis of the effectiveness of the current housing element, assessment of housing needs, , identification of housing resources and opportunities to fulfill Winters fair share of the regional housing need, identification of housing constraints, policies and implementation, and actions necessary for successful implementation.
- 3) HCD Review – to satisfy state regulatory requirements and ensure a compliant element. Outreach and coordination with state representatives will be undertaken.
- 4) Revised Housing Element -- including necessary modifications to address state comments and local needs.
- 5) General Plan Amendments – as necessary for integration of the new Housing Element into the existing General Plan. This may include amendments to health and safety policies and programs, related to hazards and climate adaptation, and other amendments necessary under state law, and/or to ensure vertical and horizontal consistency.
- 6) CEQA Compliance – as required under state law to allow for adoption of the new Housing Element.
- 7) Final Housing Element – reflecting final actions by the City Council and full compliance with CEQA and state housing law.
- 8) Other – this task would include any other actions necessary to ensure successful implementation including amendments to local zoning regulations to streamline the production of housing consistent with the new housing element.

The timeline for this work will be June 2020 through May 2021.

With adoption of the resolution, the grant will be submitted and the funding programmed into the planning processes including the Housing Element, SB2, Climate Action Plan and the City Limits Specific Plan..

FISCAL IMPACT: Receipt of \$65,000 from the State Department of Housing and Community Development.

RESOLUTION NO. 2020-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, YOLO COUNTY
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING
SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Winters desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the City Council of the City of Winters ("Applicant") resolves as follows:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Winters is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED THIS 16th DAY OF June, 2020, BY THE FOLLOWING VOTE:

AYES: Council Members Anderson, Loren, Neu, Mayor Pro Tem Biasi, Mayor Cowan

NOES: None

ABSTAIN: None

ABSENT: None

Wade Cowan, MAYOR

ATTEST:

Tracy S. Jensen, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: June 16, 2020

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

FROM: John P. Miller, Chief of Police

SUBJECT: Review Winters Police Department Draft Automated License Plate Reader (ALPR) Policy

RECOMMENDATION:

Review Winters Police Department Draft Automated License Plate Reader (ALPR) Policy.

BACKGROUND:

On May 19, 2020, the City of Winters City Council authorized the Winters Police Department to purchase a new RADAR trailer that will incorporate technology that will expand the use and functionality of the trailer. This includes: a multi-functional display screen that can be used as a message board for a multitude of reasons, including for emergencies or at special events, and the displayed message can be edited remotely to update the message in real-time; an onboard operating system that can record and report data, including traffic volume, times, and speeds, so that reported traffic complaints can be accurately analyzed, assessed, and a response developed; a multi-function display that can be remotely updated; and Automated License Plate Reader (ALPR) technology.

Council asked Staff to return with a draft policy in order to publicly review and ensure the policy complied with the conditions set forth in Civil Code Civil Code §§ 1798.29 et seq., 1798.82 et seq., 1798.90.5 et seq. (SB 34) as well as the "California Values Act" (SB 54).

The Winters Police Department contracts with Lexipol, LLC to develop and maintain model policies in light of rapidly changing codified and case law, as well as recognized best practices, as do 95%+ of California law enforcement agencies. As addressed in the May 19, 2020 City Council meeting, pursuant to SB 54, California law enforcement agencies are prohibited from sharing data with federal immigration enforcement agencies, including ALPR data. Lexipol's "Automated License Plate Readers (ALPRs)" model policy clearly

states, "An ALPR shall only be used for official law enforcement business;" and, "The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law..." Releasing ALPR data to such agencies would not be "official law enforcement purpose" nor "permitted by law" and, therefore, is addressed in the policy.

Lexipol's model policy also addresses the privacy requirements of Civil Code §§ 1798.29 et seq., 1798.82 et seq., 1798.90.5 et seq. (SB 34) but tasks the individual agency with establishing "guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq."

Staff reviewed over 200 ALPR policies of other law enforcement agencies in California and found the vast majority use the Lexipol "model" policy, or a version thereof. Staff also reviewed the California State Auditor's criticisms of ALPR policies as published in their February 2020 report on ALPR's and took this into account to develop the "guidelines and procedures" called for in the policy for the Winters Police Department.

General Orders establish an interdepartmental communication that may be used by the Chief of Police to make immediate changes to policy and procedure, modify existing policies, or create a new policy, as appropriate. Due to the specific information required in Policy 430.3.1 "ALPR ADMINISTRATOR" and the possibility of the information being modified on a more frequent basis than the Policy Manual, as a whole, such as the designating the ALPR Administrator, a General Order is the preferred method to address and maintain these guidelines and procedures.

Therefore, Staff submits to the Council for review Winters Police Department General Order #20-04 "Automated License Plate Readers (ALPRs)," which adopts Winters Police Department Policy 430 "Automated License Plate Readers (ALPRs)" and amends and supplements Policy 430.3.1 "ALPR ADMINISTRATOR."

Staff has also included for review a copy of:

- Motorola Solutions' (Vigilant's parent company) "Security and Compliance Memorandum" specifically regarding the security of Vigilant's ALPR web-based platform, Law Enforcement Archival Reporting Network (LEARN).
- A copy of Vigilant's "Memorandum of Understanding Between Agencies."
- A screenshot of an ALPR data inquiry via the LEARN platform.
- "ALPR FAQ's" article published by the International Association of Chiefs of Police (IACP); however, it should be noted the article does not specifically address the additional security and privacy requirements under California law.

FISCAL IMPACT:

None.



GENERAL ORDER #20-04 AUTOMATED LICENSE PLATE READERS (ALPRs)

Date: XXXXXXXX XX, 2020

I. PURPOSE AND SCOPE

The Winters Police Department adopts and places into effect Lexipol policy 430 "Automated License Plate Readers (ALPRs)." In addition, this General Order amends and supplements Policy 430.3.1 "ALPR ADMINISTRATOR."

II. POLICY

430.3.1 ALPR ADMINISTRATOR

The Administration Designated Supervisor shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.

- Police Chief
- Police Sergeant
- Police Officer/Detective
- Community Services Officer
- Independent IT Contractor (Chief Technology Officer, Switzer Enterprises)

(b) Training requirements for authorized users.

In addition to 430.8 "TRAINING," the following guidelines are established:

No member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training. Training will be provided by Vigilant Solutions as part of the services agreement. Additional and ongoing training will be provided by the Department. Training will be updated as technological, legal, and other changes that affect the use of the ALPR system occur.

Training will consist of:



Winters Police Department

John P. Miller, Chief of Police

702 Main Street, Winters, CA. 95694

1. Legal authorities, developments, and issues, including privacy and civil liberties protections, involving the use of ALPR data and technology;
2. Current policy regarding appropriate use of ALPR systems;
3. Evolution of ALPR and related technologies, including new capabilities and associated risks;
4. Technical, physical, administrative, and procedural measure to protect the security of ALPR data against unauthorized access or use;
5. Practical exercises in the use of the current ALPR system.

(c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

In addition to Policy 430.5 "DATA COLLECTION AND RETENTION" and Policy 430.6 "ACCOUNTABILITY," the following guidelines are established:

Vigilant's infrastructure is hosted in a Global NTT (NTT) data center in Ashburn, Virginia. The secure data center vault in that facility is managed by NTT. Physical protection mechanisms at the NTT are consistent with, or greater than the FBI Criminal Justice Information System (CJIS) Physically Secure Location criteria. The data center facility and staff are audited to AICPA standards using an independent third-party auditor to validate the security controls.

Vigilant's ALPR web-based platform is the Law Enforcement Archival Reporting Network (LEARN). Each LEARN transaction is to be logged, to include a case number, and an audit trail created. This information shall be recorded and retained to allow the ALPR Administrator to complete the audit. The ALPR Administrator shall conduct an audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. ALPR Administrator shall maintain the audit trail pursuant to the retention policies of the Winters Police Department.

The Department may utilize Department-generated "hot lists" where there is a legitimate and specific law enforcement reason. "Hot lists" includes, but are not limited to: license plate(s) of vehicles associated with active investigations, for example, related to Amber Alerts or other missing children or persons; stolen vehicles or stolen license plates; and vehicles associated with an outstanding arrest warrant or that are reasonably believed to be involved in the commission of a crime. Department-generated "hot lists" added to the database will have an expiration date of no more than one year.

The ALPR Administrator shall ensure Department-generated "hot lists" are removed after the purpose for generating the "hot list" is completed or after one year, unless there is another legitimate law enforcement purpose to extend the "hot list."



Winters Police Department

John P. Miller, Chief of Police

702 Main Street, Winters, CA. 95694

ALPR Administrator shall conduct an audit on a periodic basis to ensure ALPR data has been purged in accordance with Policy 430.5 "DATA COLLECTION AND RETENTION" and the City of Winters Records Retention Policy.

The ALPR Administrator shall periodically review standing "Memorandum of Understanding Between Agencies" maintained in Vigilant's LEARN platform to ensure the MOU's are valid and in compliance with applicable law.

(d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

In addition to Policy 430.5 "DATA COLLECTION AND RETENTION," Policy 430.6 "ACCOUNTABILITY," and Policy 430.7 "RELEASING ALPR DATA," the following guidelines are established:

All ALPR data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52). Vigilant LEARN platform user accounts will be created, monitored and maintained by the ALPR Administrator. All users will be required to have individual credentials for access and use of the systems and/or data.

To ensure proper oversight into the use of the system and adherence to this policy, all activities (plate detections, queries, reports, etc.) are automatically recorded by the system for auditing purposes. Each LEARN transaction is logged, to include a case number, and an audit trail created. The ALPR Administrator shall conduct an audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only.

(e) The title and name of the current designee in overseeing the ALPR operation.

Sgt. Albert Ramos, ALPR Administrator

(f) Working with the Custodian of Records on the retention and destruction of ALPR data.

In addition to Policy 430.5 "DATA COLLECTION AND RETENTION," the following guidelines are established:

The ALPR Administrator will periodically contact and audit Vigilant to ensure the Department's ALPR data has been retained and destroyed within the established time period pursuant to Government Code § 34090.6 and the City of Winters Records Retention Policy.



Winters Police Department

John P. Miller, Chief of Police

702 Main Street, Winters, CA. 95694

The ALPR Administrator shall maintain a record of the audit pursuant to the retention policies of the Winters Police Department.

John P. Miller, Chief of Police

Automated License Plate Readers (ALPRs)

430.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

430.2 POLICY

The policy of the Winters Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

430.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Winters Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Designated Supervisor. The Administration Designated Supervisor will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

430.3.1 ALPR ADMINISTRATOR

The Administration Designated Supervisor shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.

Winters Police Department

Winters Police Department Policy Manual

Automated License Plate Readers (ALPRs)

- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

430.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

430.5 DATA COLLECTION AND RETENTION

The Administration Designated Supervisor is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

430.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Winters Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

Winters Police Department

Winters Police Department Policy Manual

Automated License Plate Readers (ALPRs)

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

430.7 RELEASING ALPR DATA

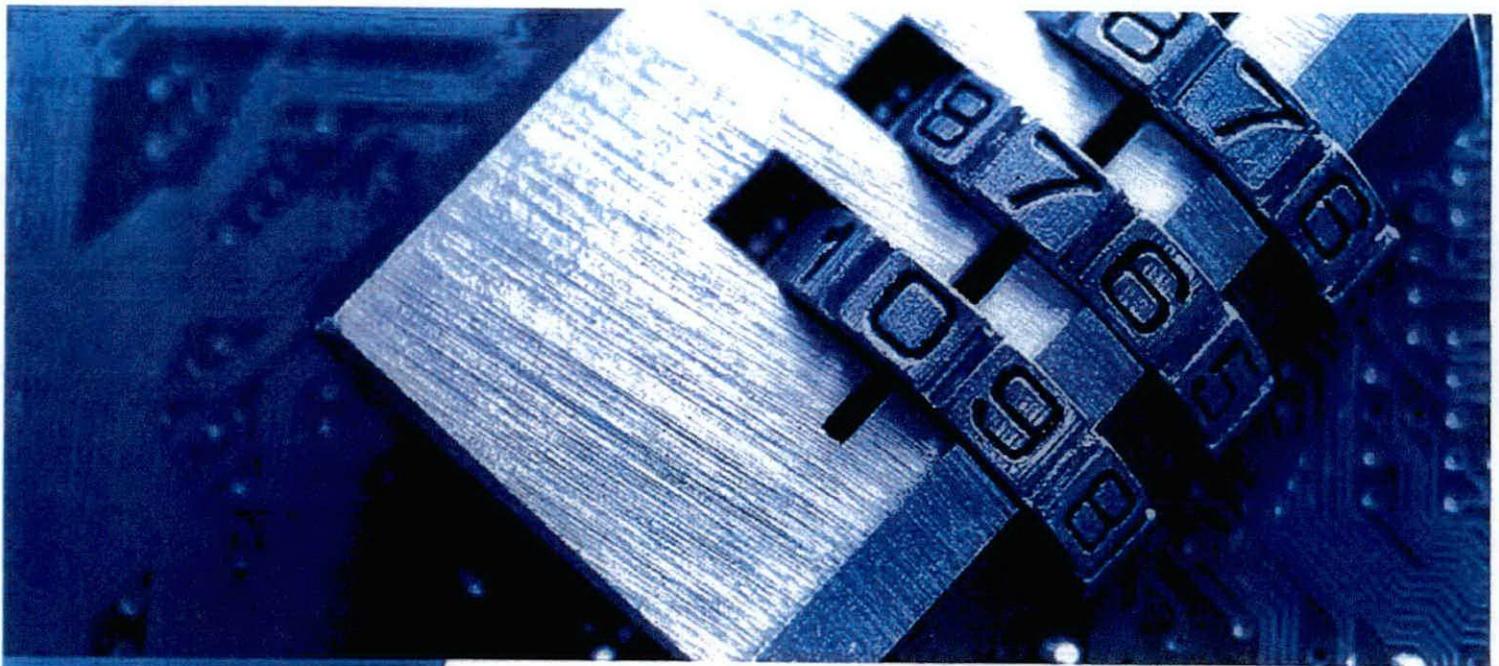
The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administration Designated Supervisor or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

430.8 TRAINING

The Designated Supervisor should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).



REVISED APRIL 30, 2020

MOTOROLA SOLUTIONS SECURITY AND COMPLIANCE MEMORANDUM

OVERVIEW

Motorola Solutions offers the Vigilant LEARN platform to law enforcement clients as a hosted data capture and image analytics platform for license plate (Vigilant PlateSearch™), face (Vigilant FaceSearch™) and ballistics (Vigilant BallisticSearch™) images to aid law enforcement in their day to day public safety mission. Unless on premise deployment is required by the customer, all IT assets and software applications are hosted in Co-Location Infrastructure as a Service and Software as a Service configurations with Motorola Solutions' owned IT assets. Our infrastructure is hosted in a Global NTT (NTT) data center in Ashburn, Virginia. Our secure data center vault in that facility is managed by NTT. The sister companies are worldwide IT leaders, providing Tier 1 hosted services and data security. The data center is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems. NTT is independently audited annually by a third-party firm for compliance under the Association of International Certified Professional Accountants (AICPA) Statement of Auditing Standards producing a Service Organization Controls (SOC) 2 Report. The SOC 2 is available under a Non-Disclosure Agreement. The physical and network security employed at the data center is exhaustive. Information about the physical security at the NTT data center can be found here: [NTT Data Center](#). The data center has achieved FedRAMP Moderate control certification issued by DHS.

Motorola Solutions takes IT security seriously. We recognize that while license plate reader data inherently contains no Criminal Justice Information (CJI) or Personally Identifying Information (PII), it is linkable through other external sources such as DMV, NCIC or CHRI records. Of greater relevance, the law enforcement hot list information, such as NCIC, are managed by our law enforcement customers but in our custody. Additionally, end users can enter information that may potentially contain CJI or PII as defined in 4.1 of the CJIS Security Policy. This can occur when

information from other sources is added in free text fields by the customer. For these reasons, Motorola Solutions has voluntarily implemented the security controls necessary to adhere to the relevant sections of the policy. The current version of FBI-CJIS Security Policy can be found here: [FBI-CJIS Security Policy](#). In regard to Vigilant FaceSearch™, images are either publicly available mugshot images or provided by customer agencies. All LPR, face and ballistic images provided by the law enforcement customer are shared with other customers only as designated by customer enabled sharing controls. All activity is logged and can be audited.

Data Ownership – The Enterprise Service Agreement and Terms and Conditions documents outline ownership of data collected by and hosted in agency accounts. Customers own and control the data collected, entered, submitted and stored through Motorola Solutions applications. All customer owned data is classified by Motorola Solutions as Criminal Justice Data. Our Information Security Policy provides protection and handling instructions for employees. The policy encompasses rules for handling, storage, dissemination and disposal of customer owned data.

Data retention is the responsibility of the customer in accordance with any of their governing federal, state, local law, rule or policy. Data is deleted when the customer engages that action. Data is not mined, sold or shared beyond the sharing configurations established by the data owner. The data owner is responsible for submitting accurate, authorized, lawful and appropriate information through Motorola Solutions applications and ensuring they do so in accordance with any governing federal, state, local law, rule or policy.

Data Storage and Access – Law enforcement gathered Vigilant LEARN data is physically (geographically) and also logically separated from our sister subsidiary commercial LPR data partner DRN. Customers can acquire access to the commercial data, but it is a one-way share. We own the commercial data and what the customers can access. Law enforcement data is not shared with commercial customers and that option is not permissible for customers within the sharing configurations. Corporately, we do not share Vigilant LEARN customer data with anyone as we do not own the data. Our commercial customers do not have access to perform any query or analysis of Vigilant LEARN customer data.

PHYSICAL SECURITY

Physical protection mechanisms at the NTT facility in Ashburn, VA are consistent with, or greater than the FBI-CJIS Physically Secure Location criteria. They were last evaluated in December 2019 by Motorola Solutions staff with specific background and experience in FBI-CJIS Security Policy. The data center facility and staff are audited to AICPA standards using an independent third party auditor to validate the security controls. However, unless a Management Control Agreement is executed between the Contracting Government Agency and the Contractor(s), per the FBI-CJIS Security Policy requirement for storage and maintenance of FBI Criminal Justice Information, a Cloud Service provider data center cannot be considered a Physically Secure Location and Motorola Solutions protocol is to encrypt data that may be considered sensitive even if not CJI.

Motorola Solutions is responsible for the security, confidentiality and privacy of the data in its custody, and is accomplished through technical security controls consistent with the FBI-CJIS Security Policy. The NTT Data Center, as a colocation facility, provides physical security for the facility. NTT ensures that there is adequate physical security, reliable Internet, suitable staff, communications protection, power conditioning and HVAC. They are responsible for the confidentiality and privacy based upon those physical security controls at the data center. Motorola Solutions owns and maintains the physical equipment (servers). Data center staff have no authorized physical or logical access (GUI) to Vigilant LEARN, the infrastructure systems or data. Physical access to the equipment is controlled by Motorola Solutions. Data center staff are only permitted to access the equipment via a work order authorized by Motorola Solutions in exigent circumstances. When doing so, data center staff still have no access to the data or software applications. Unless there are exigent circumstances to power on or power off the equipment, only Motorola Solutions staff physically accesses the equipment at the data center and only when

a pre-arranged visit is established. As part of the physical security controls cabinets storing all servers, routers and other equipment are unmarked and indistinguishable from other colocated data center clients. Authorized Motorola Solutions staff are provided a combination lock code to the equipment storage cabinets to perform any required maintenance. All access to the facility and cabinets is logged.

PERSONNEL SCREENING

When requested, Motorola Solutions Engineering and Support staff execute the FBI-CJIS Security Addendum, have state and national fingerprint-based background checks and complete bi-annual FBI-CJIS Security Awareness Training (Tier 4) through Peak Performance CJIS Online. If any barrier offense activity is discovered before or during assignment, Motorola Solutions suspends staff system access pending resolution and will notify those clients that require CJIS personnel screening procedures.

As stated previously regarding NTT, the policies, controls and procedures are equal to or greater than those for FBI-CJIS Security Policy, with one exception related to data center staff personnel screening. Not all data center personnel have undergone national fingerprint-based background checks as it is based upon customer need. Data center staff do not have logical access to unencrypted information and Motorola Solutions encrypts sensitive data at rest. All data center staff and security personnel have undergone name-based background checks and are evaluated for suitability by their management. Data center staff do not have authorized physical access to Motorola Solutions equipment and do not have access to unencrypted information. Additionally, data center staff have no administrator or user logical access privileges to any Motorola Solutions software applications, servers, firewalls or routers.

Data center staff do not manage Motorola assets or customer data. Customer data or IT assets are not co-mingled with any data center assets.

AUDITING AND ACCOUNTABILITY

Motorola Solutions' Vigilant LEARN applications have audit functions built in, enabling customers to view and audit user and transactional activity. Audit functionality is consistent with FBI-CJIS Security Policy and enables integrity audits to "increase the probability of authorized users conforming to a prescribed pattern of behavior." Audit functionality focuses on "events" and "content" as specified in Section 5.4.1. Motorola Solutions also audits its' staff to ensure adherence to our standards of acceptable use. Auditing user activity is a customer responsibility.

Auditing of the NTT facilities, processes, policies and procedures are accomplished by a third party auditing firm and onsite visits by our staff. The current auditor, Ernst and Young, evaluates the data center and staff using standards of the AICPA. The results of the evaluation are documented in SOC Type 2 & 3 reports. These evaluations are conducted annually to validate that processes, controls and procedures are in place and performing as expected. The standards, based upon NIST 800-53 controls, are a superset of the CJIS Security Policy and are equal or greater than FBI-CJIS Security Policy control expectations. The data center security staff provide the SOC 2 Reports to Motorola Solutions upon completion under Non-Disclosure Agreement (NDA). The reports can be shared with clients under an NDA. Motorola Solutions analyzes the information for non-compliance. Additionally, Motorola Solutions has committed to visiting the data center annually to validate that the Physical Security controls are sustained.

The most recent period of audit was October 1, 2018 through September 30, 2019. The report was analyzed

along with physical observations of the facility. A review of the SOC 2 consisted of reviewing data center operational documents that describe operations, planning and training to physically protect Motorola Solutions assets as well as, ensure greater than 99% availability uptime. The annual reviews by our staff indicate no deviations from the described controls to protect the facilities and assets at the data center.

The data center was visited in December 2019 to validate physical security controls. Conditions were equal to or greater than FBI-CJIS Security Policy criteria for a Physical Secure Location, including the protection of Motorola Solutions assets.

The following FBI-CJIS Security Policy areas were observed to be functioning consistent with and exceeding FBI-CJIS Security Policy requirements:

5.9.1.1 Security Perimeter Security gate, 12' fence, bollards, interior building access restrictions.

5.9.1.2 Physical Access Authorizations Pre-vetted credentials, visitors escorted, no-unanticipated visitors permitted. NTT employees have two factor credential access.

5.9.1.3 Physical Access Control Man-trap entry, proximity cards, iris biometric and credential card access to data vault, authorized visits for only pre-approved employees.

5.9.1.4 Access Control for Transmission Medium Underground private fiber - redundancy gateway routers

5.9.1.5 Access Control for Display Medium Does not apply. No logical access to the data, user interface or equipment in data center. Cabinets storing Motorola Solutions equipment are anonymously marked.

5.9.1.6 Monitoring Physical Access 24/7 security, alarms, face matching video – 30-day recording, access credentials, proximity cards.

5.9.1.7 Visitor Control Government ID check and recording of names, ID retained until credentials returned

5.9.1.8 Delivery and Removal Controlled, monitored and logged. Separated secure storage space. Inventory control. Items not accepted without service ticket.

ENCRYPTION

In regard to encryption standards set by FBI CJIS Security Policy and the NIST FIPS 140-2 certification requirement for data security, we consider two items: "data in transit" and "data at rest." For data in transit, Motorola uses SSL/TSL with FIPS certified algorithms. For "data at rest" inside the Vigilant LEARN database at the data center, sensitive data (free text fields that may contain user appended Criminal Justice Information (CJI) or Personally Identifiable Information (PII)) is encrypted to the CJIS standard.

Within the ecosystem, there are several modes of encryption. From the initial detection prior to the data being sent via https, the data is not encrypted at the cameras. While the data is in transit to the Vigilant LEARN servers, the https protocols cited are used.

That protocol encrypts all data when it leaves the Vigilant CarDetector Mobile software application to the Vigilant LEARN software application and encrypts any responses sent to the end user, using the Internet to communicate to and from a Motorola Solutions owned and managed Microsoft Server 2012 R2. The Microsoft Server employs FIPS 140-2 certified algorithms during data transit. The server(s) are used to manage traffic as well as store and process data transactions on the servers located at data center. Motorola Solutions uses Microsoft Windows Server 2012 R2 and the application module called Internet Information Services to enable the use of available certified encryption algorithms.

When a detection is matched to a hot listed plate in the Vigilant LEARN server (hot list supplied by client agency via SFTP), the data leaves the Vigilant LEARN server, is encrypted via the Cisco router and traverses again via https back to the patrol vehicle that made the detection. The Vigilant CarDetector Mobile application in the patrol vehicle would then see the alert. As per FBI-CJIS Security Policy, the patrol vehicle is considered a physically secure location and would not require encryption to that end and would be the responsibility of the customer when out of the car. Similarly, Vigilant FaceSearch™ information traversing the system and being stored on Motorola servers is encrypted.

The license plate field is left unencrypted to allow for rapid matching of inbound detection data against the hot list. All other sensitive fields are encrypted. License plate images are not encrypted and are stored at an Amazon Web Services facility in Ashburn, VA.

EVALUATION OF COMPLIANCE

Per FBI-CJIS Security Policy, facility compliance evaluation is the responsibility of the Contracting Government Agency to assess. Motorola firmly believes that the data center meets the Physical Security Controls criteria, satisfying compliance with FBI-CJIS Security Policy even if the data does not meet the FBI-CJIS definition. This belief is upheld by several independent reviews. Motorola Solutions develops and designs its enterprise system, including Vigilant LEARN applications, to be adherent with the FBI-CJIS Security Policy. Motorola Solutions has independently assessed the data center to inspect the facility and operations for physical security. We also evaluate annual SOC 2 Reports performed by third-party AICPA auditor. The NTT Data Center has FedRAMP Moderate certification issued by DHS.

Motorola Solutions designs for compliance whether it is required or not to provide the security and privacy controls the customer needs to make assurances to others that your service provider takes information security seriously.

VigilantSupport@motorolasolutions.com



Motorola Solutions Inc. 500 West Monroe Street, Chicago, IL 60661, U.S.A. motorolasolutions.com

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MEMORANDUM OF UNDERSTANDING BETWEEN AGENCIES

License Plate Recognition (LPR) Equipped

Law Enforcement Agencies

FOR SHARING LPR DETECTION DATA AND HOTLISTS

I. OVERVIEW

A. Introduction:

The purpose of this "Memorandum of Understanding" (MOU) is to outline conditions under which the Agency Parties ([#AGENCYA] and [#AGENCYB]) will share and use "LPR detection data" (scanned plates) and/or "hotlist" information as defined on the last page of this MOU. The Vigilant Solutions' hosted system provides for simple point-and-click data sharing between credentialed Agency Managers with data sharing privileges enabled by their respective agencies.

This MOU provides a basic understanding for the sharing of data between agencies; any additional requirements (liabilities, governing law, etc) should be documented separately in a written agreement between agencies.

B. Background:

License Plate Recognition (LPR) is a computer-based system that utilizes emerging technology to capture a color image, as well as an infrared image, of the license plate of a vehicle. The infrared image is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against an "informational data file," also known as a "hotlist," and can contain information on stolen or wanted vehicles as well as vehicles associated with Amber Alerts, warrant subjects, and agency defined-information.

LPR cameras can be mobile (mounted on vehicles) or on fixed positions such as freeway overpasses or traffic signals. LPR systems have all the necessary equipment to scan

plates, notify the user of a vehicle hit, and upload the LPR detection data into an LPR repository for retention and research.

The Agencies entering into this MOU, realizing the mutual benefits to be gained by sharing information, seek to share LPR detection data and/or hotlist information as defined on the last page of this MOU.

II. AUTHORIZED RELEASE OF INFORMATION

A. Sharing of Information:

Each Agency Party authorizes access to its LPR detection data and/or hotlist information as defined on the last page of this MOU residing in its Vigilant Solutions account to other Agency Parties as permitted by applicable state law. An Agency Party that does not want certain information made available to any other Agency Party is responsible for ensuring that the information is not made available for data sharing. There is no obligation to share LPR detection data and/or hotlist information with any Agency Parties based solely on this MOU.

B. Limitation on Information Sharing:

LPR detection data and/or hotlist information shall only be shared with or released to authorized employees of the Agency Parties who have an approved login and password ("Authorized Users"), and a need and/or right to know.

III. INFORMATION OWNERSHIP

A. Ownership:

Each Agency Party retains control of all information in its account. Each Agency Party is responsible for creating, updating, and deleting records in its own account according to its own retention policies. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

B. Release of Information:

Agency Parties and authorized users shall release or make available information accessed from an LPR account only to persons or entities authorized to receive LPR information.

C. Unauthorized Requests:

If an Agency Party receives a request for information in an LPR account by anyone who is not authorized to receive information from the LPR account, that Agency Party shall refer the request to the law enforcement agency that originated the requested information ("Source Agency").

D. Public Record Requests, Subpoenas and Court Orders:

Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an LPR account not authored by or originated by that Agency Party shall immediately provide a copy of the Legal Request to the Source Agency, prior to providing a response to the Legal Request.

IV. USER ACCESS

A. Login Application Process:

Each Agency Party's Agency Manager is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all authorized users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency Manager. The Agency Manager shall have discretion to deny or revoke individual access for their respective agency.

B. Login Assignment:

Each Authorized User will be issued a user login and a password by the Agency Manager. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

C. Termination of Logins:

Each Agency Manager is responsible for timely removal of any login accounts as Authorized Users leave the Agency, no longer qualify for access into the system, or are denied access by the Agency Manager for any other reason.

D. Intended Use:

Each Authorized User agrees that LPR detection data, hotlist information, and the networking resources are to be used solely for law enforcement purposes only and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, criminal, or commercial purpose.

E. Limitations on Use of Logins:

An Authorized User shall not access information in an LPR repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

F. Audit Trail:

Each transaction is to be logged, to include a Case Number, and an audit trail created. Each Agency Manager shall conduct an internal audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the agency manager to complete the internal audit. Each agency manager shall maintain the audit trail pursuant to the retention policies of that Agency Party. Requests for transaction logs shall be made in writing to the Agency Manager, who shall provide the logs to the requesting party within a reasonable amount of time.

V. CONFIDENTIALITY OF INFORMATION

A. Information Confidentiality:

Information in an LPR account is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in an LPR account. Otherwise, the information shall be kept confidential for purposes of not compromising active investigations or undercover operations, jeopardizing officer or public safety.

B. Internal Requests for Information:

An Authorized User who receives a request from a non-authorized requestor for information in an LPR account shall not release that information, but may refer the requestor to the Source Agency.

C. Removal or Editing of Records:

Agency Parties shall determine their own schedule for record deletion and other edits to their own data. This will be determined by policy and/or legal requirements.

VI. MOU TERMS

A. Term:

This MOU will commence upon its creation, which occurs on the date that the data share takes place within the Vigilant Solutions hosted platform. It may be terminated at any time when an Agency Manager revokes data sharing access from another agency.

VII. EXECUTION OF MOU

This MOU is executed by the Parties below, for the below-described data. Each Party acknowledges that it has received a copy of this MOU, and will comply with its terms and conditions. Each Party certifies that he/she is authorized by its Party to execute this data sharing relationship.

Data Shared Between Parties: [#ShareDetails]

Sharing Agency: [#AGENCYA]

Agency Manager Authoring Share: [#AGENCYMANAGERNAMEA]

Title: [#AGENCYMANAGERTITLEA]

Receiving Agency: [#AGENCYB]

Agency Manager Receiving Share: [#AGENCYMANAGERNAMEB]

Title: [#AGENCYMANAGERTITLEB]

Date of MOU: [#DATEOFSHARE]

[MENU](#)

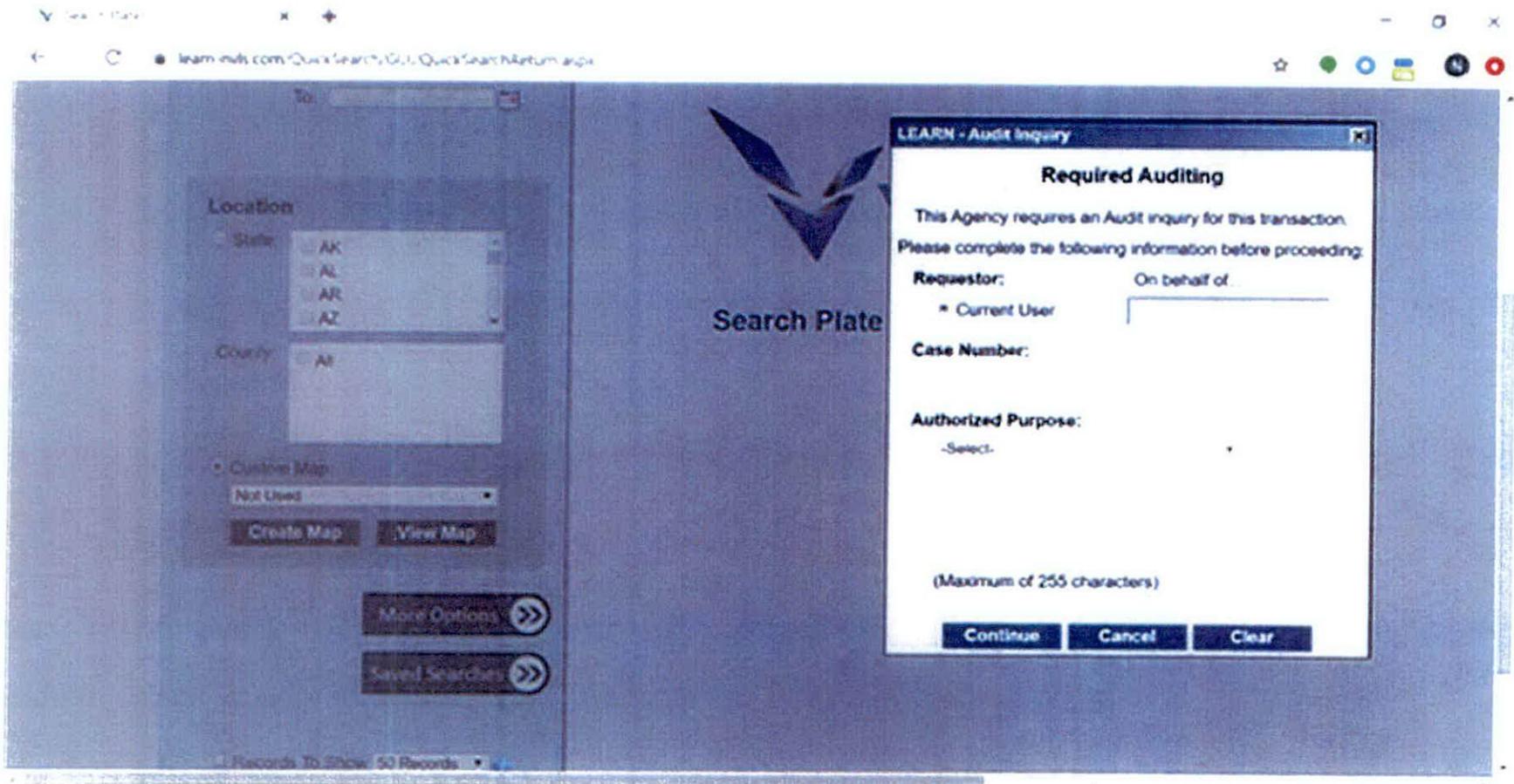
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[Contact Us](#)



1.800.THE.IACP

Screenshot of an ALPR data inquiry via the LEARN platform.



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Select Language ▼

BACK TO ALL RESOURCES

ALPR FAQs

August 8, 2018



Frequently Asked Questions:

How does Automatic License Plate Recognition (ALPR) technology work?

ALPR systems generally consist of a high speed camera with an infrared (“IR”) filter or two cameras—one high resolution digital camera and one IR camera—to capture images of license plates; a processor and application capable of performing sophisticated optical character recognition (OCR) to transform the image of the plate into alphanumeric characters; application software to compare the transformed license plate characters to databases of license plates of interest to law enforcement; and a user interface to display the images captured, the results of the OCR transformation, and an alert capability to notify operators when a plate matching an agency’s “hot list” is observed. The precise

MENU

the specific operational deployment.

What data does an ALPR system collect?

ALPR systems typically capture the following information: a contextual photo of the vehicle, an image of the license plate, the geographic coordinates of where the image was captured, and the date and time of the recording. The systems also typically identify the specific camera/unit that captured the image. The ALPR camera does not identify any individual or access their personal information through its analysis of license plate numbers. The data captured by the ALPR unit itself is completely anonymous. There is no personally identifiable information contained in an ALPR record and the operator can only determine the registered owner of a vehicle by querying a separate, secure state government database of vehicle license plate records, which is restricted, controlled, and audited. The Federal Driver's Privacy Protection Act (DPPA) restricts access and prohibits the release of personal information from State motor vehicle records to ensure the privacy of citizens. 18 USC § 2721-2725.

How long are ALPR records retained in a database?

Agencies vary in their ALPR data retention policies based in part on their strategic and tactical objectives in using the technology, and the specific laws and regulations of their jurisdictions. Research is presently underway to define specific ALPR metrics that will help in establishing an empirical foundation to data retention policies.

Who typically has access to an ALPR database? Is there an audit trail?

Only authorized law enforcement personnel who have met the minimum training, certification, and background checks required for access to criminal justice data should have access to the ALPR database. Access to an ALPR database should be restricted to trained and authorized law enforcement users who have a specific and approved authorization to access the database for a lawful purpose that includes both a need to know and a right to know the information. All queries for ALPR data should be subject to auditing and all access

MENU

that is understandable and useful and contain, at a minimum:

- The name and agency of the law enforcement user;
- The date and time of access;
- The specific data accessed;
- The authorized law enforcement or public safety justification for access, including a relevant case number if available.

What are examples of a lawful purpose to access an ALPR system?

Examples of lawful purposes to access an ALPR system may include:

- Locate stolen, wanted, or suspect vehicles
- Locate suspect(s) of criminal investigation or arrest warrants
- Locate witnesses or victims of violent crime
- Locate missing children, elderly persons, or other missing persons (Amber/Silver Alerts)
- Protect the public during special events/situational awareness
- Protect critical infrastructure

How accurate is the ALPR technology?

As ALPR technology is translating optical characters to digital data there is a small error rate in translation of alphanumeric characters that are similar in shape. ALPR operators must recognize that the data collected from the ALPR device, and the content of the referenced "hot lists," consists of data that may or may not be accurate, despite ongoing efforts to maximize the currency and accuracy of such data. To the greatest extent possible, vehicle license plate information must be verified from separate law enforcement information sources to confirm the vehicle's alert status and justification for law enforcement contact. Law enforcement users of ALPR data must, to the fullest extent possible, visually confirm that the plate characters generated by the ALPR readers accurately correspond with the digital image of the license plate in question.

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Availability to ALPR data in most jurisdictions is restricted to law enforcement personnel with a lawful purpose to access the data, as well as a need and right to know the information. Access to ALPR data is typically restricted and strictly audited. There are law enforcement agencies that do allow access to ALPR data for the registered owner of the vehicle on a case-by-case basis. Please contact your city, county, or state law enforcement agency for their specific ALPR policies to determine if you have access to ALPR data related to your registered vehicle(s).

Do ALPR systems provide constant surveillance of my location?

No. ALPR systems do not provide constant surveillance of vehicles. The systems do provide authorized law enforcement personnel with a pointer for one moment in time and the location where a vehicle's license plate passed an ALPR device.

Can ALPR devices see into my vehicle and do they use facial recognition software?

Unlike red-light cameras, ALPR devices do not have illumination to aid in identifying the driver or potential passengers of the vehicle. The purpose of ALPR technology is to identify vehicles, not the occupants. If ambient lighting is sufficient or a subject is outside and near the vehicle at the time an ALPR-equipped vehicle passes, their image *may* be captured in the contextual photo taken by the ALPR unit of the vehicle. This contextual photo is simply designed to provide context, i.e., to identify the specific vehicle to which the license plate is attached to aid the operator in quickly identifying which of several vehicles in the immediate vicinity is carrying the alerted tag. ALPR systems are not designed to collect images of drivers or vehicle occupants, nor are they integrated with facial recognition solutions or any applications that simultaneously identify the registered owner or passengers.

Is every ALPR image reviewed?

No. Images captured by ALPR systems are only reviewed by law enforcement personnel when required for a lawful purpose and all access is strictly monitored and audited.

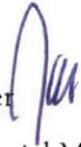
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At the time of this writing there are no federal laws that explicitly govern or limit the use of ALPR technology or taking photographs of things that are plainly visible from public spaces by law enforcement agencies.

SHARE



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 16, 2020
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: City of Winters 2020-2021 Budget

RECOMMENDATION:

City Council adopt Resolution 2020-30 A Resolution of the City of Winters Approving and Adopting a Budget of Estimated Expenditures for Fiscal Year 2020-2021.

BACKGROUND:

The City of Winters is required to adopt a budget each fiscal year. This budget is the first single year budget to be adopted by the City of Winters in more than ten years. The Covid-19 pandemic has created a level of uncertainty never before experienced by the City of Winters and preparing a two-year budget in this environment does not seem advisable at this time.

Staff has held budget planning and review meetings via many different social distancing methods, and staff has held two public workshops with the City Council in the preparation of this budget.

Staff is prepared to discuss two (2) different budget plans with the City Council, one budget based on the information shared at the public workshops highlighting the following:

- Reduced revenues from those predicted for the 2019-2020 fiscal year. (We did not receive the amount of revenues projected for 2019-2020 due to the Covid-19 stay at home orders issued by the State of California)
- The establishment of a Litigation Contingency Fund of \$250,000
- Reduction of 5% in pay and deferral of a scheduled 2.5% COLA (cost of living adjustment) from 7/1/2020 to 7/1/2021 for employees of the City of Winters.
- Elimination of \$25,000 contribution to Winters Library
- Leaving positions vacant due to attrition.
- Closure of the Swimming Pool until allowed to open by the State of California due to Covid-19
- Closure of the Community Center until allowed to open by the State of California due to Covid-19
- The General Fund budget is a balanced budget with Revenues of \$5,429,579 and expenditures of

\$5,429,369. The General Fund Reserve account is projected to receive approximately \$61,722 in investment earnings during the fiscal year, for a total revenue of \$5,491,141. Revenues from the reserve funds are not used to fund expenditures, as our investment earnings are not easily quantifiable due to the investment environment. These investment revenues are used to increase the reserve funds of the City of Winters.

The second budget is also a balanced general fund budget, with the same revenue sources and amounts as in the budget we have presented at the two public workshops. The following changes have been made in preparing this budget:

- Removed the Litigation Contingency, this produced savings of \$250,000 in expenditures.
- Eliminated the reduction in pay to all city employees, however, the 2.5% COLA is deferred from 7-1-2020 to 7-1-2021.
- Library contribution of \$25,000 has been funded in the budget.
- Restored funding to various departments, particularly Police and Fire.

Items that have not changed from that presented at the public workshops:

- Leaving positions vacant due to attrition
- Closure of the Swimming Pool until allowed to open by the State of California due to Covid-19
- Closure of the Community Center until allowed to open by the State of California due to Covid-19
- The General Fund budget is a balanced budget with Revenues of \$5,429,579 and expenditures of \$5,429,369. The General Fund Reserve account is projected to receive approximately \$61,722 in investment earnings during the fiscal year, for a total revenue of \$5,491,141. Revenues from the reserve funds are not used to fund expenditures, as our investment earnings are not easily quantifiable due to the investment environment. These investment revenues are used to increase the reserve funds of the City of Winters.

This budget has been challenging on many levels, uncertainty in when businesses will open completely, and what those businesses will look like once opened affects the financial resources the City of Winters receives to order to provide all the services to our residents. The depth and duration of any Covid-19 related recession will also impact the resources available for providing services. Regardless of which budget is adopted, management has committed to the employees of the City of Winters to meet in February 2021, after we have received our first property tax payment and we have received 2 full quarters worth of information from our sales tax consultant on the level of sales tax we should expect, to review the financial position of the City of Winters and any impact it may have on employees for the balance of the 2020-2021 fiscal year.

No budget document is attached, the document will be prepared once the City Council adopts a resolution for spending, however, attached are two (2) sets of the Governmental Funds and the Enterprise Funds Summary of Revenues, Expenses and changes in fund balance. Once for each of the two budgets discussed.

FISCAL IMPACT:

The budget gives hiring and spending authority to staff for the Fiscal Year 2020-2021.

**CITY COUNCIL
RESOLUTION 2020-xx**

**A RESOLUTION OF THE CITY OF WINTERS APPROVING AND ADOPTING
A BUDGET OF ESTIMATED EXPENDITURES AND REVENUES FOR FISCAL
YEARS 2020-2021**

WHEREAS, every local agency is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, every local governmental agency shall file with the county auditor of the county in which the agency conducts its principal operations, a budget for the fiscal year then in progress; and

WHEREAS, the City of Winters has determined that a due to the economic impact of Covid-19 a 1 year budget is appropriate for the City to prudently plan it's financial future; and

WHEREAS, the City Council and Staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

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

A budget for the Fiscal Year 2020-2021, a copy of which is on file in the City Clerk's Office, is hereby adopted for the City of Winters as follows;

Section 1. For the Fiscal Year 2020-2021, General Fund estimated revenues of \$5,491,141 use of available fund balance of \$0, for a total source of funds of \$5,491,141 and total appropriations of \$5,429,369.

Section 2. For the Fiscal Year 2020-2021, Special Revenues Funds estimated revenues of \$1,854,722 use of available fund balance of \$201,343 for a total source of funds of \$2,056,065. and total appropriations of \$1,737,278.

Section 3. For Fiscal Year 2020-2021 Capital Revenue Funds estimated revenues of \$1,743,165, use of available fund balance of \$135,355 for total source of funds of \$1,878,520 total appropriations of \$424,908.

Section 4. For Fiscal Year 2020-2021 Water O & M Fund estimated revenues of \$1,705,589 use of available fund balance of \$-0- for total source of funds of \$1,705,589 and total expenses of \$1,703,009.

Section 5. For Fiscal Year 2020-2021 Sewer O & M estimated revenues of \$1,915,358 use of available fund balance of \$0 for a total source of funds of \$1,915,358 and total expenses of \$1,897,206

Section 6. For Fiscal Year 2020-2021 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of \$1,286,109 use of available fund balance of \$-0- for a total source of funds of \$1,286,109 and total expenditures of \$1,286,109.

Section 7. For Fiscal Year 2020-2021 Winters Housing Fund estimated revenues of \$0 use of available fund balance of \$0 for a total source of funds of \$0 and total expenditures of \$0

PASSED AND ADOPTED by the City of Winters this 16th day of June 2020 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Wade Cowan, Mayor

ATTEST:

Tracy Jensen, City Clerk

Governmental Funds
2017-2021 Summary of Estimated Revenues, Expenses and Changes in Fund Balance
 (For Budgetary Purposes Only)

	General Fund					Special Revenue Funds					Debt Service Funds					Capital Funds					Total Governmental Funds					
	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	
Financial Sources:																										
Property Taxes	\$ 763,742	\$ 689,887	\$ 719,646	\$ 754,317	\$ 816,228	\$ 203,673	\$ 203,961	\$ 203,560	\$ 202,175	\$ 214,945						\$ -	\$ -				\$ 967,414	\$ 893,849	\$ 923,206	\$ 956,492	\$ 1,033,173	
Property Tax in Lieu of VLF	540,840	590,774	629,654	680,598	722,523																540,840	590,774	629,654	680,598	722,523	
Sales and Use Taxes	588,426	654,776	759,199	589,554	667,922																508,426	654,776	759,199	589,554	667,922	
Other Taxes	1,351,256	1,617,208	1,667,512	1,772,779	1,907,110	523,681	447,557	489,531	733,184	568,336											1,874,939	2,064,765	2,137,043	2,505,963	2,475,446	
Service Charges	174,726	303,378	317,159	209,740	89,700																174,726	303,378	317,159	209,740	89,700	
Fines and Penalties	-	-	-	-	-	17,002	16,504	11,428	4,644	4,000											17,002	16,504	11,428	4,644	4,000	
Rents and Concessions	86,249	93,852	102,728	94,400	94,400																86,249	93,852	102,728	94,400	94,400	
Interest	8,801	12,638	21,052	34,322	34,322	61,208	113,961	78,785	80,394	58,780	423	811	1,410	502	502	16,475	31,494	52,199	17,705	16,877	86,907	158,503	153,447	132,923	110,481	
Licenses and Permits	283,390	267,021	503,269	632,053	492,906																283,390	267,021	503,269	632,053	492,906	
Grants	(358)	7,908	2,525	21,587	3,500	802,007	1,672,767	499,826	547,429	606,703											801,649	1,680,675	502,351	569,017	610,203	
Impact Fees	-	-	-	-	-	-	-	-	-	-						667,063	204,648	560,128	1,889,254	1,684,342	667,063	204,648	560,128	1,889,254	1,684,342	
All other Revenues	829,876	981,017	1,017,798	743,722	660,531	227,940	116,080	87,966	317,180	272,817						615,714	20,133	99,311	328,491	26,853	1,673,530	1,117,229	1,789,076	1,389,392	960,201	
Total Estimated Financial Sources	\$4,836,949	\$5,218,450	\$5,740,543	\$5,533,072	\$5,491,141	\$1,835,511	\$2,570,830	\$1,935,096	\$1,865,006	\$1,725,581	\$ 423	\$ 811	\$ 1,410	\$ 502	\$ 502	\$1,299,252	\$ 256,274	\$ 741,638	2,235,449	\$ 1,728,072	\$ 7,772,134	\$ 8,046,374	\$ 8,418,687	\$ 9,854,030	\$ 8,945,296	
Expenditures																										
General Government	\$ 161,196	\$ 237,159	\$ 284,810	\$ 511,574	223,619	\$ -	\$ -	\$ -	\$ -	\$ -						1,337	6,084	1,748	343	203,888	\$ 162,533	\$ 243,243	\$ 286,556	\$ 511,917	\$ 427,507	
Public Safety	2,522,704	2,508,365	3,161,845	3,123,367	2,952,985	167,478	130,703	253,207	133,516	196,127						809	6,088	43,334	57,300	101,828	2,690,991	2,645,155	3,458,385	3,314,184	3,250,940	
Fire Protection	1,159,163	1,273,279	1,114,679	1,234,200	1,325,887	4,024	-	-	-	-						816	6,096	1,760	356	155	1,164,003	1,279,375	1,116,439	1,234,556	1,326,042	
Public Works	280,918	166,787	180,841	292,922	224,361	30,368	22,633	5,000	5,000	5,000						128,627	32,357	55,313	1,063	636	420,112	721,776	241,154	299,985	230,917	
Streets and Transportation	-	-	-	-	-	1,131,517	2,196,934	577,523	650,357	853,941						375,592	891,795	29,229	61,850	145	1,507,109	3,090,729	606,752	712,207	854,067	
Community Development	518,604	805,723	728,143	521,332	577,165	32,918	109,392	1,531	1,532	-						-	-	7,715	-	-	551,522	915,115	737,389	522,864	577,165	
Debt Service	-	345	-	-	-	-	-	-	-	-						-	-	-	-	-	-	345	-	-	-	-
Parks	-	-	-	-	-	904,573	322,218	266,429	316,509	287,791						5,997	171,532	219,845	51,962	103,163	910,570	493,750	486,274	368,471	390,954	
Recreation	449,089	319,115	400,884	279,491	124,833	241,815	228,126	279,393	404,684	339,041						-	-	-	-	-	690,904	547,241	680,277	684,175	463,874	
Total Budget	\$5,071,675	\$5,310,773	\$5,871,202	\$5,962,887	\$5,428,869	\$2,512,693	\$3,012,006	\$1,383,082	\$1,511,599	\$1,681,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,377	\$ 1,113,951	\$ 358,945	\$ 172,874	\$ 409,815	\$ 8,097,745	\$ 9,436,729	\$ 7,613,228	\$ 7,647,359	\$ 7,520,985	
General Contingencies and Reserves																										
Total Use of Resources	\$5,071,675	\$5,310,773	\$5,871,202	\$5,962,887	\$5,428,869	\$2,512,693	\$3,012,006	\$1,383,082	\$1,511,599	\$1,681,901						\$ 513,377	\$ 1,113,951	\$ 358,945	\$ 172,874	\$ 409,815	\$ 8,097,745	\$ 9,436,729	\$ 7,613,228	\$ 7,647,359	\$ 7,520,985	
Net Increase (Decrease) in Fund Balance	\$ (434,726)	\$ (92,313)	\$ (130,659)	\$ (429,815)	\$ 62,272	\$ (677,162)	\$ (441,175)	\$ 552,014	\$ 373,408	\$ 43,680	\$ 423	\$ 811	\$ 1,410	\$ 502	\$ 502	\$ 785,653	\$ (857,677)	\$ 382,693	\$ 2,062,575	\$ 1,318,257	\$ (325,833)	\$ (1,390,354)	\$ 805,459	\$ 2,006,670	\$ 1,424,711	
Fund Balance July 1	\$2,067,879	\$1,570,512	\$1,369,886	\$1,141,296	\$ 711,482	8,156,689	7,439,623	6,997,169	\$7,907,489	8,485,928	\$ 56,663	\$ 57,086	\$ 57,897	\$ 59,307	\$ 59,809	\$3,656,704	\$ 4,442,357	\$3,538,703	\$ 3,921,396	\$ 5,984,177	\$13,937,935	\$13,509,578	\$11,963,634	\$13,029,488	\$15,241,395	
Adjustments																										
Transfers In	50,858	12,831	221,645	-	-	64,003	94,180	402,394	241,008	128,141						49,618	63,904	45,025	23,433	15,093	184,478	170,916	669,064	264,441	144,234	
Transfers Out	(113,499)	(121,164)	(319,556)	-	-	(103,886)	(95,459)	(44,088)	(35,977)	(55,377)						(49,618)	(109,882)	(45,025)	(23,227)	(15,093)	(267,003)	(328,505)	(408,669)	(59,204)	(70,470)	
Fund Balance June 30	\$1,570,512	\$1,369,886	\$1,141,296	\$ 711,482	\$ 773,754	\$7,439,623	\$6,997,169	\$7,907,489	\$ 8,485,928	\$8,603,372	\$ 57,086	\$ 57,897	\$ 59,307	\$ 59,809	\$ 60,311	\$4,442,357	\$ 3,538,703	\$3,921,396	\$ 5,984,177	\$ 7,302,433	\$13,509,578	\$11,963,634	\$13,029,488	\$ 15,241,395	\$16,739,869	

*Without litigation
 Contingency
 No pay reduction*

**Enterprise Funds
2017-2021 Summary of Estimated Revenues, Expenses
and Changes in Retained Earnings**

(For Budgetary Purposes Only)

	Water Fund					Sewer Fund					Total Enterprise Funds				
	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget
Operating Revenues															
Charges for Services	\$ 1,405,104	\$ 1,493,316	\$ 1,538,921	\$ 1,674,659	\$ 1,694,929	\$ 1,655,169	\$ 1,709,883	\$ 1,870,526	\$ 1,898,495	\$ 1,911,358	\$ 3,060,263	\$ 3,203,179	\$ 3,409,447	\$ 3,573,153	\$ 3,608,287
Other Revenues	1,707	5,397	5,130	18,297	10,660	5,844	12,058	17,352	16,813	4,000	7,551	17,455	22,482	35,110	14,661
Total Operating Revenues	\$ 1,406,811	\$ 1,498,713	\$ 1,544,051	\$ 1,692,956	\$ 1,705,589	\$ 1,661,003	\$ 1,721,921	\$ 1,887,878	\$ 1,915,308	\$ 1,915,358	\$ 3,067,814	\$ 3,220,634	\$ 3,431,929	\$ 3,608,264	\$ 3,620,948
Operating Expenses															
Allocated Cost	\$ 542,944	\$ 592,388	\$ 682,062	\$ 568,993	\$ 558,436	\$ 447,964	\$ 462,521	\$ 626,779	607,126	\$ 631,604	\$ 990,908	\$ 1,054,909	\$ 1,308,841	\$ 1,176,119	\$ 1,190,041
Salaries and Benefits	280,624	366,886	324,620	350,214	381,708	528,476	489,788	507,058	539,876	515,106	809,100	858,674	831,676	890,090	876,811
Contractual Services	-	-	-	47,700	54,900	65,659	46,466	75,825	82,875	72,375	65,659	46,466	75,825	130,575	127,271
Professional Services	29,111	59,607	54,052	21,050	22,750	-	-	-	171,004	196,278	29,111	59,607	54,052	192,054	219,021
Supplies and Material	17,129	63,734	73,616	187,000	213,337	257,308	244,810	298,340	163,300	212,300	274,437	308,544	371,956	350,300	425,631
Equipment Leases	-	-	-	123,059	173,423	-	-	-	-	-	-	-	-	123,059	205,521
Utilities	132,766	175,164	147,327	-	-	147,988	204,914	189,028	-	-	280,734	380,078	338,355	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	381,381
Other Operating Expenses	64,218	-	-	-	-	22,899	24,623	46,703	28,123	32,099	87,117	24,623	46,703	28,123	195,000
Depreciation	80,732	102,374	105,645	246,969	163,944	161,870	182,619	184,781	288,084	197,444	252,602	284,993	290,428	535,033	-
Debt Service	147,123	143,548	84,942	125,000	155,000	174,900	170,604	100,357	10,000	40,000	322,023	314,152	185,299	135,000	3,600,770
Capital Projects	4,350	-	-	-	-	-	-	-	-	-	4,350	-	-	-	-
Total Operating Expenses	\$ 1,308,997	\$ 1,503,701	\$ 1,472,264	\$ 1,669,985	\$ 1,703,498	\$ 1,807,044	\$ 1,826,345	\$ 2,028,869	\$ 1,890,368	\$ 1,897,206	\$ 3,116,041	\$ 3,330,046	\$ 3,501,133	\$ 3,560,353	\$ 3,600,770
Operating Income (Loss)	\$ 97,814	\$ (4,988)	\$ 71,787	\$ 22,971	\$ 2,091	\$ (146,041)	\$ (104,424)	\$ (140,991)	\$ 24,939	\$ 18,151	\$ (48,227)	\$ (109,412)	\$ (69,204)	\$ 47,911	\$ 20,241
Non-Operating Revenues(Expenses)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Income(Loss) before Operating Transfers	\$ 97,814	\$ (4,988)	\$ 71,787	\$ 22,971	\$ 2,091	\$ (146,041)	\$ (104,424)	\$ (140,991)	\$ 24,939	\$ 18,151	\$ (48,227)	\$ (109,412)	\$ (69,204)	\$ 47,911	\$ 20,241
Operating Transfers In	38,514	564,820	210,000	-	-	-	1,097,707	350,000	162,463	-	38,514	1,662,527	560,000	162,463	-
Operating Transfers Out	-	(62,317)	-	(1,511)	-	-	(102,745)	-	-	-	-	(165,082)	-	-	(1,511)
Net Income(Loss)	\$ 136,328	\$ 497,515	\$ 281,787	\$ 22,971	\$ 580	\$ (146,041)	\$ 890,538	\$ 209,009	\$ 187,402	\$ 18,151	\$ (9,713)	\$ 1,388,053	\$ 480,796	\$ 210,374	\$ 18,730
Retained Earnings July 1	\$ 898,794	\$ 1,033,122	\$ 1,530,637	\$ 1,812,424	\$ 1,835,395	2,743,626	2,597,585	3,488,123	3,697,132	3,884,534	3,640,420	3,830,707	\$ 5,018,760	\$ 5,509,556	\$ 5,719,930
Adjustments															
Retained Earnings June 30	\$ 1,033,122	\$ 1,530,637	\$ 1,812,424	\$ 1,835,395	\$ 1,835,975	\$ 2,597,585	\$ 3,488,123	\$ 3,697,132	\$ 3,884,534	\$ 3,902,686	\$ 3,630,707	\$ 5,018,760	\$ 5,509,556	\$ 5,719,930	\$ 5,738,661

**CITY COUNCIL
RESOLUTION 2020-xx**

**A RESOLUTION OF THE CITY OF WINTERS APPROVING AND ADOPTING
A BUDGET OF ESTIMATED EXPENDITURES AND REVENUES FOR FISCAL
YEARS 2020-2021**

WHEREAS, every local agency is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, every local governmental agency shall file with the county auditor of the county in which the agency conducts its principal operations, a budget for the fiscal year then in progress; and

WHEREAS, the City of Winters has determined that a due to the economic impact of Covid-19 a 1 year budget is appropriate for the City to prudently plan it's financial future; and

WHEREAS, the City Council and Staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

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

A budget for the Fiscal Year 2020-2021, a copy of which is on file in the City Clerk's Office, is hereby adopted for the City of Winters as follows;

Section 1. For the Fiscal Year 2020-2021, General Fund estimated revenues of \$5,491,141 use of available fund balance of \$0, for a total source of funds of \$5,491,141 and total appropriations of \$5,429,579.

Section 2. For the Fiscal Year 2020-2021, Special Revenues Funds estimated revenues of \$1,846,933 use of available fund balance of \$197,444 for a total source of funds of \$2,044,377 and total appropriations of \$1,723,660

Section 3. For Fiscal Year 2020-2021 Capital Revenue Funds estimated revenues of \$1,743,165, use of available fund balance of \$135,355 for total source of funds of \$1,878,520 total appropriations of \$424,908.

Section 4. For Fiscal Year 2020-2021 Water O & M Fund estimated revenues of \$1,705,589 use of available fund balance of \$-0- for total source of funds of \$1,705,589 and total expenses of \$1,652,925.

Section 5. For Fiscal Year 2020-2021 Sewer O & M estimated revenues of \$1,915,358 use of available fund balance of \$0 for a total source of funds of \$1,915,358 and total expenses of \$1,831,061

Section 6. For Fiscal Year 2020-2021 Successor Agency to the Dissolved Winters Community Development Agency estimated revenues of \$1,286,109 use of available fund balance of \$-0- for a total source of funds of \$1,286,109 and total expenditures of \$1,286,109.

Section 7. For Fiscal Year 2020-2021 Winters Housing Fund estimated revenues of \$0 use of available fund balance of \$0 for a total source of funds of \$0 and total expenditures of \$0

PASSED AND ADOPTED by the City of Winters this 16th day of June 2020 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Wade Cowan, Mayor

ATTEST:

Tracy Jensen, City Clerk

Governmental Funds-with litigation contingency
2017-2021 Summary of Estimated Revenues, Expenses and Changes in Fund Balance
 (For Budgetary Purposes Only)

	General Fund					Special Revenue Funds					Debt Service Funds					Capital Funds					Total Governmental Fund					
	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	
Financial Sources:																										
Property Taxes	\$ 763,742	\$ 689,887	\$ 719,646	\$ 754,317	\$ 816,226	\$ 203,073	\$ 203,961	\$ 203,960	\$ 202,175	\$ 214,945						\$ -	\$ -				\$ 967,414	\$ 893,849	\$ 923,206	\$ 956,492	\$ 1,033,173	
Property Tax in Lieu of VLF	540,840	590,774	629,654	680,598	722,523											540,840	590,774	629,654	680,598	722,523	540,840	590,774	629,654	680,598	722,523	
Sales and Use Taxes	598,426	654,776	759,199	599,554	667,922											598,426	654,776	759,199	599,554	667,922	598,426	654,776	759,199	599,554	667,922	
Other Taxes	1,351,258	1,617,208	1,667,512	1,772,779	1,907,110	523,681	447,557	469,531	733,184	568,336						1,874,939	2,064,765	2,137,043	2,505,963	2,475,446	1,874,939	2,064,765	2,137,043	2,505,963	2,475,446	
Service Charges	174,726	303,378	317,159	209,740	89,700											174,726	303,378	317,159	209,740	89,700	174,726	303,378	317,159	209,740	89,700	
Fines and Penalties						17,002	16,504	11,428	4,644	4,000						17,002	16,504	11,428	4,644	4,000	17,002	16,504	11,428	4,644	4,000	
Rents and Concessions	88,249	93,852	102,728	94,400	94,400											88,249	93,852	102,728	94,400	94,400	88,249	93,852	102,728	94,400	94,400	
Interest	8,801	12,638	21,052	34,322	34,322	61,208	113,961	78,785	80,394	58,780	423	811	1,410	502	502	16,475	31,494	52,199	17,705	16,877	86,249	93,852	102,728	94,400	94,400	
Licenses and Permits	283,390	267,021	503,269	632,053	492,906											283,390	267,021	503,269	632,053	492,906	283,390	267,021	503,269	632,053	492,906	
Grants	(358)	7,908	2,525	21,587	3,500	802,007	1,672,767	499,826	547,429	606,703						801,649	1,680,675	502,351	569,017	610,203	801,649	1,680,675	502,351	569,017	610,203	
Impact Fees																667,063	204,648	590,128	1,889,254	1,684,342	667,063	204,648	590,128	1,889,254	1,684,342	
All other Revenues	829,876	981,017	1,017,798	743,722	660,531	227,940	116,080	671,966	317,180	272,817						615,714	20,133	99,311	328,491	26,853	615,714	20,133	99,311	328,491	26,853	
Total Estimated Financial Sources	\$4,636,949	\$5,218,459	\$5,740,543	\$5,533,072	\$5,491,141	\$1,635,511	\$2,570,830	\$1,935,096	\$1,085,006	\$1,725,581	\$ 423	\$ 811	\$ 1,410	\$ 502	\$ 502	\$1,299,252	\$ 256,274	\$ 741,638	2,235,449	\$ 1,728,072	\$ 7,772,134	\$ 8,046,374	\$ 8,418,687	\$ 9,654,030	\$ 8,945,296	
Expenditures																										
General Government	\$ 161,196	\$ 237,159	\$ 284,810	\$ 511,574	212,325	\$ -	\$ -	\$ -	\$ -	\$ -						1,337	6,084	1,748	343	203,888	162,533	243,243	286,558	511,917	416,214	
Public Safety	2,522,704	2,508,365	3,161,845	3,123,367	2,830,591	167,478	130,703	253,207	133,516	192,230						809	6,088	43,334	57,300	101,828	2,690,991	2,645,155	3,458,385	3,314,184	3,124,649	
Fire Protection	1,159,163	1,273,279	1,114,679	1,234,200	1,257,139	4,024										816	6,096	1,760	356	155	1,164,003	1,279,375	1,116,439	1,234,556	1,257,294	
Public Works	260,918	166,787	180,841	292,922	221,887	30,368	22,633	5,000	5,000	5,000						128,827	32,357	55,313	1,063	636	420,112	221,776	241,154	298,985	227,522	
Streets and Transportation						1,131,517	2,198,934	577,523	650,357	851,091						375,592	891,795	29,229	61,850	145	1,507,109	3,090,729	606,752	712,207	851,236	
Community Development	518,604	805,723	728,143	521,332	250,000	32,918	109,392	1,531	1,532												551,522	915,115	737,389	522,864	533,143	
Litigation Contingency																										
Debt Service		345																					345			
Parks						904,573	322,218	266,429	316,509	290,420						5,997	171,532	219,845	51,962	103,163	910,570	493,750	486,274	368,471	393,583	
Recreation	449,089	319,115	400,884	279,491	124,495	241,815	228,126	279,393	404,684	329,541						690,904	547,241			690,904	547,241	680,277	684,175	454,036		
Total Budget	\$5,071,675	\$5,310,773	\$5,871,202	\$5,962,887	\$5,429,579	\$2,512,693	\$3,012,006	\$1,383,082	\$1,511,599	\$1,668,283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 513,377	\$ 1,113,951	\$ 358,945	\$ 172,874	\$ 409,815	\$ 8,097,745	\$ 9,436,729	\$ 7,613,228	\$ 7,647,359	\$ 7,507,677	
General Contingencies and Reserves																										
Total Use of Resources	\$5,071,675	\$5,310,773	\$5,871,202	\$5,962,887	\$5,429,579	\$2,512,693	\$3,012,006	\$1,383,082	\$1,511,599	\$1,668,283						\$ 513,377	\$ 1,113,951	\$ 358,945	\$ 172,874	\$ 409,815	\$ 8,097,745	\$ 9,436,729	\$ 7,613,228	\$ 7,647,359	\$ 7,507,677	
Net Increase (Decrease) in Fund Balance	\$ (434,726)	\$ (92,313)	\$ (130,659)	\$ (429,815)	\$ 61,562	\$ (677,182)	\$ (441,175)	\$ 552,014	\$ 373,408	\$ 57,298	\$ 423	\$ 811	\$ 1,410	\$ 502	\$ 502	\$ 785,853	\$ (857,677)	\$ 382,693	\$ 2,062,575	\$ 1,318,257	\$ (325,833)	\$ (1,390,354)	\$ 805,459	\$ 2,006,670	\$ 1,437,619	
Fund Balance July 1	\$2,067,879	\$1,570,512	\$1,369,866	\$1,141,296	\$ 711,482	\$ 1,156,689	\$ 7,439,623	\$ 6,997,169	\$ 7,907,489	\$ 8,485,928	\$ 56,663	\$ 57,086	\$ 57,897	\$ 59,307	\$ 59,809	\$3,656,704	\$ 4,442,357	\$3,538,703	\$ 3,921,396	\$ 5,984,177	\$13,937,935	\$13,509,578	\$11,963,634	\$13,029,488	\$15,241,395	
Adjustments																										
Transfers In	50,856	12,831	221,645			64,003	94,180	402,394	241,008	121,352						49,618	63,904	45,025	23,433	15,093	164,478	170,916	669,064	264,441	136,445	
Transfers Out	(113,499)	(121,164)	(319,556)			(103,886)	(95,459)	(44,098)	(35,977)	(55,377)						(49,618)	(109,882)	(45,025)	(23,227)	(15,093)	(267,003)	(326,505)	(408,869)	(59,204)	(70,470)	
Fund Balance June 30	\$1,570,512	\$1,369,866	\$1,141,296	\$ 711,482	\$ 773,044	\$7,439,623	\$6,997,169	\$7,907,489	\$ 8,485,928	\$8,609,201	\$ 57,086	\$ 57,897	\$ 59,307	\$ 59,809	\$ 60,311	\$4,442,357	\$ 3,538,703	\$3,921,396	\$ 5,984,177	\$ 7,302,433	\$13,509,578	\$11,963,634	\$13,029,488	\$15,241,395	\$16,744,989	

*With litigation
Contingency
+ 5% pay
reduction*

Enterprise Funds-with litigation contingency
2017-2021 Summary of Estimated Revenues, Expenses
and Changes in Retained Earnings
 (For Budgetary Purposes Only)

	Water Fund					Sewer Fund					Total Enterprise Fund				
	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget	2016-2017 Actual	2017-2018 Actual	2018-2019 Actual	2019-2020 Estimate	2020-2021 Budget
Operating Revenues															
Charges for Services	\$ 1,405,104	\$ 1,493,316	\$ 1,538,921	\$ 1,674,659	\$ 1,694,929	\$ 1,655,159	\$ 1,709,863	\$ 1,870,526	\$ 1,898,495	\$ 1,911,358	\$ 3,060,263	\$ 3,203,179	\$ 3,409,447	\$ 3,573,153	\$ 3,606,287
Other Revenues	1,707	5,397	5,130	18,297	10,660	5,844	12,058	17,352	16,813	4,000	7,551	17,455	22,482	35,110	14,660
Total Operating Revenues	\$ 1,406,811	\$ 1,498,713	\$ 1,544,051	\$ 1,692,956	\$ 1,705,589	\$ 1,661,003	\$ 1,721,921	\$ 1,887,878	\$ 1,915,308	\$ 1,915,358	\$ 3,067,814	\$ 3,220,634	\$ 3,431,929	\$ 3,608,264	\$ 3,620,947
Operating Expenses															
Allocated Cost	\$ 542,944	\$ 592,388	\$ 682,062	\$ 568,993	\$ 450,478	\$ 447,984	\$ 462,621	\$ 626,779	607,128	\$ 595,418	\$ 990,908	\$ 1,054,809	\$ 1,308,841	\$ 1,176,119	\$ 1,045,896
Salaries and Benefits	280,624	366,886	324,620	350,214	339,304	528,476	489,788	507,056	539,876	485,149	809,100	856,674	831,676	890,090	824,453
Contractual Services	-	-	-	47,700	69,700	65,659	46,466	75,825	82,875	114,086	65,659	46,466	75,825	130,575	183,788
Professional Services	29,111	59,607	54,052	21,050	89,250	-	-	-	171,004	43,501	29,111	59,607	54,052	192,064	132,751
Supplies and Material	17,129	63,734	73,616	187,000	200,000	257,308	244,810	298,340	163,300	212,300	274,437	308,544	371,956	350,300	412,300
Equipment Leases	-	-	-	123,059	183,738	-	-	-	-	-	-	-	-	123,059	326,903
Utilities	132,766	175,164	147,327	-	-	147,988	204,914	189,028	-	-	280,734	380,078	336,355	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	361,388
Other Operating Expenses	64,218	-	-	-	-	22,899	24,623	46,703	28,123	143,165	87,117	24,623	46,703	28,123	195,000
Depreciation	90,732	102,374	105,645	246,969	163,944	161,870	182,619	184,781	288,064	197,444	252,602	284,993	280,426	535,033	#REF!
Debt Service	147,123	143,548	84,942	125,000	155,000	174,900	170,604	100,357	10,000	40,000	322,023	314,152	185,299	135,000	#REF!
Capital Projects	4,350	-	-	-	-	-	-	-	-	-	4,350	-	-	-	-
Total Operating Expenses	\$ 1,308,997	\$ 1,503,701	\$ 1,472,264	\$ 1,669,985	\$ 1,651,414	\$ 1,807,044	\$ 1,826,345	\$ 2,028,869	\$ 1,890,368	\$ 1,831,062	\$ 3,116,041	\$ 3,330,046	\$ 3,501,133	\$ 3,560,353	\$ 3,482,476
Operating Income (Loss)	\$ 97,814	\$ (4,988)	\$ 71,787	\$ 22,971	\$ 54,175	\$ (146,041)	\$ (104,424)	\$ (140,991)	\$ 24,939	\$ 84,295	\$ (48,227)	\$ (109,412)	\$ (69,204)	\$ 47,911	\$ 138,470
Non-Operating Revenues(Expenses)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	-
Income(Loss) before Operating Transfers	\$ 97,814	\$ (4,988)	\$ 71,787	\$ 22,971	\$ 54,175	\$ (146,041)	\$ (104,424)	\$ (140,991)	\$ 24,939	\$ 84,295	\$ (48,227)	\$ (109,412)	\$ (69,204)	\$ 47,911	\$ 138,470
Operating Transfers In	38,514	564,820	210,000	-	-	-	1,097,707	350,000	162,463	-	38,514	1,662,527	560,000	162,463	-
Operating Transfers Out	-	(82,317)	-	(1,511)	-	-	(102,745)	-	-	-	-	(165,062)	-	-	(1,511)
Net Income(Loss)	\$ 136,328	\$ 497,515	\$ 281,787	\$ 22,971	\$ 52,664	\$ (146,041)	\$ 890,538	\$ 209,009	\$ 187,402	\$ 84,295	\$ (9,713)	\$ 1,388,053	\$ 490,796	\$ 210,374	\$ 136,959
Retained Earnings July 1	\$ 898,794	\$ 1,033,122	\$ 1,530,637	\$ 1,812,424	\$ 1,835,395	2,743,626	2,597,585	3,488,123	3,697,132	3,884,534	3,640,420	3,630,707	\$ 5,018,760	\$ 5,509,556	\$ 5,719,930
Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retained Earnings June 30	\$ 1,033,122	\$ 1,530,637	\$ 1,812,424	\$ 1,835,395	\$ 1,888,060	\$ 2,597,585	\$ 3,488,123	\$ 3,697,132	\$ 3,884,534	\$ 3,968,830	\$ 3,630,707	\$ 5,018,760	\$ 5,509,556	\$ 5,719,930	\$ 5,856,889