



Joint Meeting of the Winters City Council and the  
Winters Planning Commission  
City Council Chambers  
318 First Street  
Tuesday, January 21, 2020  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

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

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

*Members of the Planning Commission*

*Paul Myer, Chairman  
Lisa Baker, Vice Chair  
David Adams  
Ramon Altamirano  
Gregory Contreras  
Patrick Riley  
Daniel Schrupp*

---

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/PLANNING COMMISSION/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the

public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

### CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, January 7, 2020 (pp. 5-8)
- B. Resolution 2020-01, a Resolution of the City Council of the City of Winters Authorizing the City Manager to Execute an On-Call Consultant Services Agreement with Woodard Curran for Water & Sewer Engineering Services (pp. 9-19)
- C. Resolution 2020-02, a Resolution of the City Council of the City of Winters Approving a Memorandum of Understanding Between the City of Winters and the Winters Police Officers Association; Resolution 2020-03, a Resolution of the City Council of the City of Winters Approving a Memorandum of Understanding Between the City of Winters and the Winters Fire Department; and Resolution 2020-04, a Resolution of the City Council of the City of Winters Approving the 2020 Salary Schedule (pp. 20-100)
- D. Agreement with Hansford Economic Consulting for Drainage Fee Update and ADU Development Impact Fees (pp. 101-119)
- E. Resolution 2020-06, a Resolution of the City Council of the City of Winters Authorizing the City to Amend Terms of Down Payment Assistance Loan to Permit Borrower to Refinance Existing Loan to Pay for Necessary Home Improvements (pp 120-123)
- F. Claim Against the City of Winters – Sigrid Nelson (pp. 124-129)
- G. Resolution 2020-07, a Resolution of the City Council of the City of Winters Approving a 365-Day Extension for Completion of the Fairfield Inn Public Improvements for the Public Improvement and Maintenance Agreement with Ashraf Ali (pp. 130-155)
- H. Resolution 2020-05, a Resolution of the City Council of the City of Winters Approving a 2019/2020 Budget Adjustment for an Emergency Generator and Lighting Project for the Yolo County Housing (YCH) El Rio Villa Sewer Lift Station (pp. 156-159)
- I. Neighborworks Sacramento – Exclusive Negotiation Agreement (pp. 160-202)

## PRESENTATIONS

Honoring Yocha Dehe Fire Department Fire Chief Gary  
Fredericksen on his Retirement

## DISCUSSION ITEMS

1. Workshop on Community Engagement (pp. 203-205)

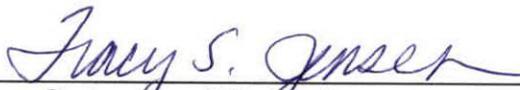
---

## CITY MANAGER REPORT

### INFORMATION ONLY

### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the January 21, 2020 joint meeting of the Winters City Council and the Winters Planning Commission was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers and Planning Commission members 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 January 16, 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](http://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.*

*How to obtain City Council Agendas and Agenda Packets:*

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

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

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

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

City Hall – Finance Office - 318 First Street

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



Minutes of the Regular Meeting of the Winters City Council  
Held on January 7, 2020

---

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

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Wade Cowan, Mayor Bill Biasi  
Absent: None  
Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Director of Financial Management Shelly Gunby, Police Chief John Miller, Fire Chief Brad Lopez, Public Works Superintendent Eric Lucero, Police Chaplain Robert Duvall and K-9 Kepi, Sergeant Kelly McCoy, Police Officer Alan Pinette, Building Official Gene Ashdown, Civic Spark Fellow Christopher Flores, City Clerk Tracy Jensen

Peter Hunter led the Pledge of Allegiance.

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

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

COUNCIL/STAFF COMMENTS: Verbal updates were provided by Council.

PUBLIC COMMENTS: Tina Lowden, 400 Niemann, reported to Council the graffiti on the bridge and tents that have been erected on Putah Creek.

**CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, December 17, 2019
- B. Second Reading and Adoption of Ordinance 2019-05, an Ordinance of the City Council of the City of Winters Amending the Official Zoning Map by Adding Planned Development (PD) Overlay Zoning to the Existing R-1 Zoning and Permitting Certain Modifications to the R-1 Zoning Standards for the LDS Subdivision
- C. Yolo County Transportation District Board Appointment
- D. Claim Against the City of Winters – Pablo Correa
- E. Claim Against the City of Winters – Martin Ruiz

City Manager Donlevy a brief overview. Motion by Council Member Loren, second by Mayor Pro Tem Cowan to approve the Consent Calendar. Motion carried with the following vote:

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

**PRESENTATIONS:**

Police Chief John Miller introduced Police Department Chaplain Robert Duvall and K-9 Kepi, who were recently recognized by Kaiser Permanente as recipients of the First Responders of the Year for the Yolo/Solano/Napa Area. Robert thanked the City for sponsoring him and Kepi since 2015 and added he appreciates what the City offers and he is proud to represent the City of Winters. First responders need the help and said he appreciates the support. In 2019, Robert and Kepi provided 2,160 volunteer hours to Yolo and Solano counties, provided 82 death notifications, attended 57 special events, activated 24 trauma units, made 110 allied agency visits, gave 6 debriefs for critical events, and provided 40-50 one-on-one counseling sessions. Robert and Kepi were also contracted by Cal Fire for eight days. Robert and Kepi attended a conference of police chaplains in Kansas City last July and introduced the program to over 1,000 agencies, putting the City of Winters on the national map. City Manager Donlevy said Robert and Kepi often deal with people during the worst moments of their lives and offered his sincere congratulations to Robert and Kepi. After doing some quick math, Mayor Pro Tem Cowan said the total hours put in by Robert and Kepi come out to approximately 41.5 hours a week on the average. Mayor Biasi added that the toughest job is to comfort people in their time of need. In response, Kepi “spoke” and thanked the Council.

## DISCUSSION ITEMS

### 1. June 30, 2019 AB1600 Report of Impact Fees

Director of Financial Management Shelly Gunby gave an overview. Mayor Biasi said it is good to see an accounting to show the community where the money is going and thanked Shelly for putting the report together.

### 2. City of Winters Active Project List

City Manager Donlevy gave an overview and provided a brief power point presentation on an Active Projects List that included high levels of focus on succession planning, regulatory compliance, housing, capital projects, financial management, fiscal responsibility, public safety, regional projects, building, planning, water and wastewater. Three potentially significant items under Water, Wastewater and Regulatory are Chromium 6, TCB123, and the cap on the former landfill, which could potentially be a huge problem. City Manager Donlevy said the investigation of crimes and fire volunteer recruitment are two key areas under Public Safety. For the Building Division, three key areas are inspections for residential and commercial projects, seismic retrofit ordinance and online permitting software. Ongoing and future capital and construction projects were highlighted, as well as entitled and non-entitled housing and subdivisions. Organization wide, the items to be focused on include fiscal 20-21 and 21-22 budgets, succession planning, recruitments in planning, housing, economic development, and public works, Human Resources software (Neo-Gov), building permitting software (Inter-Gov), and employee training.

City Manager Donlevy confirmed the Neighborworks project would be located on a 2-acre parcel on Moody Slough Road within the Stone's Throw project. Council Member Loren expressed the need for thoughtful planning, to rise to the challenge to make the city the best it can be. There is a new vitality with new businesses coming in and with new homes being built after a 10 year hiatus. This is a great time to dovetail the climate action plan in with our housing needs. We have a beautiful downtown, but we need to retrofit and grow into the tops of the buildings, to rise to the challenges to make the City the best it can be. Mayor Biasi thanked the City Manager for this report and said there are a lot of big-ticket items on the Active Project List and it will take money to finance these projects. Our biggest challenge will be how to figure out how to pay for these things and to bring jobs to the Winters area. City Manager Donlevy said the Active Project List will be published and will be updated on a regular basis. Council Member Neu recommended the City Manager reach out to people for assistance who can help with these projects. Mayor Biasi said some of the items on the list are mandated by the State and are not funded, so the cost will have to come out of our budget. He also recommended calling on others to help.

Kate Laddish, 400 Morgan, thanked Civic Spark Fellow Christopher Flores for his work on the Winters Climate Action Plan Development Board. Ms. Laddish asked if more details would be forthcoming regarding the January 21<sup>st</sup> City Council & Planning Commission joint workshop. City Manager Donlevy said yes and confirmed "Community Outreach" will be the only discussion item on the agenda. Given the loss of housing and the growing population, Ms. Laddish suggested different types of housing be considered. And with community engagement projects, she asked if conversations could be held regarding SB2? (Building Homes and Jobs Act)

Tina Lowden, 320 Niemann, said budgets and treasurer's reports are important and part of the City's community outreach. The treasurer's report also shows the City has received only a percentage of its expected revenue for 2019/2020 and won't anticipate receiving some of the revenues for another two years.

---

**CITY MANAGER REPORT:** Attended the Fairfield Inn groundbreaking ceremony and spoke to two financial people who were present. They said they were excited about the project and asked if the City had any assisted living facilities. Mayor Biasi said the contractor for this project recently completed a care facility project for memory issues and a project like this would fit right in.

**INFORMATION ONLY**

1. November 2019 Treasurer Report
2. November 2019 Investment Report

**ADJOURNMENT:** Mayor Biasi adjourned the meeting at 7:30 p.m.

---

Bill Biasi, MAYOR

ATTEST:

---

Tracy S. Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE:** January 21, 2020  
**THROUGH:** John Donlevy, City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Resolution Authorizing City Manager to Execute an On-call Water and Sewer Engineering Services Contract with Woodard & Curran

---

**RECOMMENDATION:** Staff recommends the City Council approve Resolution No. 2020-01, authorizing the City Manager to execute an on-call contract with Woodard & Curran for water and sewer engineering services.

**BACKGROUND:** The City's General Plan requires that project level engineering studies such as traffic impact studies, water, storm drainage, and wastewater be performed to confirm existing conditions and to identify infrastructure improvements required to maintain the City's Level of Service (LOS) thresholds and engineering standards for infrastructure for General Plan developments.

The City previously had an On-Call Contract with Raines, Melton, Carella, Inc. (RMC), which was executed in 2005, after RMC had prepared the Citywide Water and Sewer Master Plans. In 2015, the City issued a Work Order for them to evaluate the timing for constructing future Well #8 with respect to the phased construction of the Winters Highlands development. Recently, RMC was purchased by Woodard & Curran, a nation-wide multi-discipline firm.

Staff is continuing to receive requests from developers for information pertaining to the Master Plans and water and sewer infrastructure needs as they relate to their specific developments. As development submits their specific development plans, staff will use Woodard & Curran to evaluate those plans and provide system water and sewer modeling services to confirm existing conditions and to identify improvements, and timing for those improvements, required to maintain consistency with the Citywide Water and Sewer Master Plans.

**DISCUSSION:** Staff is requesting to continue the on-call water and sewer engineering services with Woodard & Curran. The Agreement has been updated to comply with current standards, and the City Attorney has reviewed and approved the updated version, which is included as an Attachment.

Staff will utilize Woodard & Curran on an on-call basis where staff determines it is appropriate and prudent. The immediate need is for them to update the City's hydraulic model to incorporate recent improvements to the system, provide an analysis and review of the Skreden (Farmstead) Tentative Map, and update the analysis associated with Well 8 (Stone's Throw).

The term of the Contract is three (3) years with allowance for a two (2) year extension. As new projects come to the City, Woodard & Curran will be asked to provide a detailed scope and fee for their review, and a Work Order will be prepared for approval by staff.

**ALTERNATIVES:** No alternatives recommended.

**FISCAL IMPACT:** The costs associated with the Contract will be funded with water impact fees and project-specific funds. For private development, the developer's fees cover the cost of analysis and review. A Work Order will be prepared for each task. Any fee greater than \$5,000 will be brought to Council for approval.

**Attachments:** Resolution No. 2020-01  
Woodard & Curran Agreement

**RESOLUTION NO. 2020 - 01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL WATER AND  
SEWER ENGINEERING SERVICES CONTRACT WITH WOODARD & CURRAN**

**WHEREAS**, the City's General Plan requires that project level engineering studies such as traffic impact studies, water, storm drainage, and wastewater be performed to confirm existing conditions and to identify infrastructure improvements required; and

**WHEREAS**, the City previously had an On-Call Contract with Raines, Melton, Carella, Inc. (RMC), which was executed in 2005; and

**WHEREAS**, RMC has also prepared the Citywide Water and Sewer Master Plans and they maintain the city's sewer and water models; and

**WHEREAS**, RMC was purchased by Woodard & Curran, a nation-wide multi-discipline firm;  
and

**WHEREAS**, staff desires to continue the on-call water and sewer engineering services with Woodard & Curran (WC), and the City Engineer recently requested an updated scope of work and rate schedule, to prepare a new on-call contract; and

**WHEREAS**, as new projects come to the City, WC will be asked to provide a detailed scope and fee for their review, and a Work Order will be prepared for approval by staff.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Winters authorizes the City Manager to Execute an On-call Water and Sewer Engineering Services Contract with Woodard & Curran.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 21<sup>st</sup> day of January, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Bill Biasi, MAYOR

**ATTEST:**

Approved as to form:

\_\_\_\_\_  
Tracy S. Jensen, City Clerk

\_\_\_\_\_  
Ethan Walsh, City Attorney



**ON-CALL CONSULTANT SERVICES AGREEMENT**  
**Woodard & Curran, Inc.**  
**AGREEMENT No. \_\_\_\_\_**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, 2020 by and between the City of Winters ("the CITY") and Woodard & Curran, Inc. (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the City with on-call Water and Sewer Engineering Services for various projects. The Scope of Services are described in more detail in Exhibit "A". Upon request of the CITY, the CONSULTANT shall prepare a schedule and fee for the assigned project. For each project, a Work Order will be executed with specific scope information.

2. **PERIOD.** CONSULTANT shall provide said Services for a period of 3 years from the date of execution of this Agreement, with an option to re-new the Agreement, upon mutual consent of both parties, for an additional 2 year term.

3. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the attached Rate Schedule in Exhibit "B". For each project, a Work Order will be executed with specific compensation information. City shall pay consultant for services rendered pursuant to the Agreement.

4. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

5. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

6. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

Woodard & Curran, Inc.  
Consultant

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

By: \_\_\_\_\_

ATTEST: By: \_\_\_\_\_  
Tracy Jensen, CITY CLERK

**EXHIBIT "A"**

**SCOPE OF SERVICES**

## On-Call Services for Water-Sewer

### GENERAL WATER-SEWER STUDY REVIEW TASKS

- **Water-Sewer Work Scope Review:** Woodard & Curran will review the work scope for Water-Sewer Study documents, including proposed methodology and key assumptions, and provide comments to City staff.
- **Review Draft Water-Sewer Studies:** Woodard & Curran will review Draft Water-Sewer Study documents, as requested by City staff, including attached technical calculation sheets. Woodard & Curran will review preliminary comments by City staff and prepare a compilation of comments.
- **Review Final Water-Sewer Studies/Provide Input on Project Conditions:** Woodard & Curran will review the Draft Final Water-Sewer Study and Final Water-Sewer Study, including any revised technical calculation sheets, to determine if the comments provided on Draft Water-Sewer Study documents were adequately responded to. Woodard & Curran will also provide a description of recommended water-sewer-related conditions of approval. Comments on the Final Water-Sewer Study, as well as recommended water-sewer-related conditions, will be documented in a technical memorandum.
- **Prepare Water-Sewer Analysis:** Woodard & Curran will prepare focused water-sewer analysis, as requested by City staff, to address issues raised by City Council members, Planning Commission members, City staff, project applicants, and/or members of the public.
- **Respond to Developer Request:** Woodard & Curran will provide on-call assistance to address questions from developers relative to the City of Winters water-Sewer Master Plans.
- **Attend Meetings:** Woodard & Curran will attend meetings and public hearings on a time-and-materials basis, as requested by City staff.

**EXHIBIT "B"**  
**RATE SCHEDULE**



2020 Standard Rates	
Labor Category	2020 Rate
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	166
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	192
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	217
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	227
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	242
Project Manager 1 (PM1) Technical Manager 1 (TM1)	257
Project Manager 2 (PM2) Technical Manager 2 (TM2)	273
Senior Project Manager (SPM) Senior Technical Manager (STM)	289
Senior Technical Practice Leader (STPL)	315
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	320
Software Engineer 1 (SE1)	151
Software Engineer 2 (SE2)	170
Designer 1 (D1)	128
Designer 2 (D2)	159
Designer 3 (D3) Senior Software Developer (SSD)	164
Senior Designer (SD)	169
Project Assistant (PA)	113
Marketing Assistant (MA) Graphic Artist (GA)	121
Senior Accountant (SA) Senior Project Assistant Billing Manager (BM)	132
Marketing Manager (MM) Graphics Manager (GM)	153

*Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost plus 10%. Subconsultants will be billed as actual cost plus 10%. Woodard & Curran, Inc., reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.*

## EXHIBIT "C"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession and are typically provided, maintained, or acquired by consultants providing similar services to that of CONSULTANT under this Agreement. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession and are typically provided, maintained, or acquired by consultants providing similar services to that of CONSULTANT under this Agreement.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement. However, notwithstanding the foregoing, in no event shall CONSULTANT be responsible or liable for any delays in performance of its services beyond CONSULTANT'S reasonable control.

(4) INSURANCE.

- (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance maintained by the CITY or other named insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000 per claim.
- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) **CONSULTANT NOT AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement exercising the same degree of care, skill, and diligence as is normally possessed and exercised by members of CONSULTANT's profession, currently practicing, under similar circumstances.

(9) **CANCELLATION OF AGREEMENT.** This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) **PRODUCTS OF CONSULTING.** All products of the CONSULTANT resulting from this Agreement ("Work Product") shall be the property of the CITY. However, notwithstanding any provision to the contrary in this Agreement, CONSULTANT shall retain ownership and all rights in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, or produced by CONSULTANT prior to or independently of any of its services under this Agreement ("Pre-existing Materials"), including such Pre-existing Materials that CONSULTANT may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. CONSULTANT grants the CITY an irrevocable, non-exclusive, royalty-free, license in perpetuity to use, disclose, derive from, and transfer such Pre-existing Materials, but only as an inseparable part of the Work Product.

(11) **INDEMNIFY AND HOLD HARMLESS.** CONSULTANT shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent caused by the willful misconduct or negligent acts, errors or omissions by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where reasonably possible.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**TO:** Honorable Mayor and Council Members  
**DATE:** January 21, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Shelly A. Gunby, Director of Financial Management   
**SUBJECT:** Memorandums of Understanding (MOU) and Salary Resolutions

---

**RECOMMENDATION:**

Staff respectfully recommends that the City Council adopt Resolutions 2020-02, 2020-03, and 2020-04, Approving Certain Terms and Conditions of Employment for the City Associations and Salary Ranges.

**BACKGROUND:**

The current Memorandums of Understanding (MOU) between the City of Winters (City) and the Associations expired on September 30, 2017 but do continue until a new MOU is adopted. Represented members of the Associations ratified the tentative agreements attached. The minimum wage increased effective January 1, 2020, and therefore a new salary schedule is required to effectively implement that increase in minimum wage as well as the newly agreed upon salary steps for the WPOA and FPFA.

The City and the Winters Police Officers Association (WPOA) and the Winters Professional Firefighters Association (FPFA) have agreed to a two-year contract effective July 1, 2019 through June 30, 2021. Key points of the tentative agreements are as follows:

Salaries and Compensation

- New Salary Ranges reflecting a 5% Cost of Living Increase (COLA) effective July 2019 and a 2.5% COLA effective July 2020.
- Increase the Bi-lingual benefit for both Police and Fire personnel from \$150 to \$200 per month, the same amount as all other associations.
- Increased the education incentive for the WPOA from 4% to 5% for AA or Intermediate Post Certificates.

- Change the way the Police Department Sworn personnel is compensated for overtime. (MOU includes a 7% addition to base rate and eliminates all overtime for holidays from time of approval of the document forward)
- Overtime: Changed minimum overtime for telephonic hearing, training and/or meeting during off-duty hours to 2 hours. Eliminated mandated overtime for range training. Minimum of 2 hours overtime if court cancelled with less than 24 hours in advance. Capped accumulation of overtime only until the start of the employee's next scheduled shift, court appearance, or detail. Updated language clarifying employees may be assigned to work overtime with less than one week notice if exigent circumstances or staffing related emergencies.

#### Health Benefits and Premiums

- The cost of Kaiser and Western Health Advantage decreased for 2019. We used this opportunity to adjust cafeteria plans to provide more equitable medical benefits. Cafeteria allowances have historically been based on the plan the employee chose, the size of their family, and the bargaining unit they are in. The proposed cafeteria allowances are the same across all associations presented today and can be used to purchase medical, dental, vision, and other supplemental insurances offered by the City. Under this plan, the cafeteria amount for a single person is \$1,200, \$1,700 for two-party, and \$1,950 for a family. Should the cost of medical premiums increase, effective January 1, 2020 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for the CalPERS Kaiser basic plan in the Sacramento region, dental plan and vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance. The medical-opt out amount has differed by bargaining unit. Under this new plan, all employees in the MOU's attached, who opt out of medical, will receive a monthly taxable payment equal to \$1,200 in lieu of the cafeteria allowance. Prior agreements permitted some employees to receive a greater cafeteria allowance than this new cafeteria plan. That excess benefit is being eliminated and those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit.

#### Holidays

- Eliminate the restriction on when floating holidays can be used and allow employees to use their 2 floating holidays consecutively. Clarified that floating holidays have no cash value at separation.

#### Vacation Leave

- Added language clarifying that vacation cash outs must be approved by the City Manager.

### Sick Leave Incentive

- Allow for new hires to be eligible for a pro-rated sick leave incentive if hired by 6/1. Clarified that employees on a 9/80 schedule can use up to 54 hours and still be eligible for the incentive. Employees not on a 9/80 schedule can use no more than 48 hours to be eligible for the incentive.

### Life Insurance

- Increased City paid life insurance from \$30,000 to \$50,000

### Compensatory Time Off

- Limits the ability to accrue "comp time" effective 7/1/19 for WPOA to a balance of 44 hours per year. Any time on the books will be paid to the employee using their base rate as of June 30, 2019. Once per year, during the last regularly scheduled payroll in June, the City will automatically "cash out" all unused compensatory time using the employee's base rate of pay as of June 30<sup>th</sup> of that year.

### Classifications

- The Winters Police Officers and the Winters Sergeants historically were represented by separate associates. As of July 1, 2019, all sworn personnel in the Police Department are represented by the Winters Police Officer Association.
- Prior to July 1, 2019, the Winters Firefighters were unrepresented, and employment issues were governed by the Fire Department Personnel Rules and Benefits.

### Miscellaneous Language Updates

- Association and Security Dues – Updated language in the WPOA and FPFA MOU's as a result of the Janus vs. AFSCME decision.
- Bi-lingual pay – Updated language in the WPOA and FPFA MOU's regarding bi-lingual pay and the qualifications for receiving this incentive.
- Discipline – Updated language in the WPOA MOU so documented oral counselings and written reprimands are not subject to the appeal process as outlined in this article. A written reprimand shall remain in an employee's file for a period of three (3) years. A written reprimand may be withdrawn from an employee's official personnel file after two (2) years from the date of issuance by making a written request to the Chief of Police. Approval of removal will be based upon improved performance. A documented oral counseling shall remain in an employee's file until the next evaluation period.
- CALGOVEBA- WPOA updated their contributions to their CALGOVEBA (individual health reimbursement account).
- Sick Leave- Updated language to clarify that employees will not accrue sick leave when they are not in a City-paid leave status
- Sick Leave at Retirement – Clarified that WPOA who retire from the City of Winters with 10 years or more of service may receive sick leave cash out.
- Layoff Procedures: Updated language so that in the event of work force reduction lay-offs shall occur in inverse order of seniority date within classification. In the

event that a reduction in force results in the need for a reorganization of employees from superior ranks to lesser ranks, such reorganization shall be accomplished by demoting those employees with the least tenure in the affected rank.

- Uniform Allowance: Updated language regarding reporting of Uniform Allowance to the California Public Employees' Retirement System (CalPERS) in accordance with the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA), and applicable regulations. In the event the City mandates a uniform change, employees will normally be allowed twelve (12) months to transition to the new uniforms absent exigent circumstances such as manufacturers discontinuing a product.
- Detective/SRO Vehicle: City vehicle may be provided to Detective/SRO for official use only. Employee is not compensated while driving City vehicle to and from work location.
- Annual Evaluations: Eliminated language that if evaluation not completed within 10 days of anniversary date the the performance of the employee shall be deemed to be acceptable.
- Hours of Work: Updated language to accurately reflect shift work schedules and 7(k) 14 day work period.
- Rest Period: Eliminated provision that if 10 hour break between shifts not given, the following shift would be considered overtime. Unless by mutual agreement or exigent circumstances, employees will not be regularly scheduled with less than 10 hour rest periods and establishes minimum 8 hour rest period between assignments.
- Training: Eliminated compensation to travel to training schools if within 50 miles provided City vehicle is made available.
- Safety Equipment: Updated list of City provided equipment. Updated language regarding loss or damage of personal equipment.

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

#### **FISCAL IMPACT:**

##### Fiscal Year 219-2020

Fire Department Increase in cost was included in the \$37,568.75 over that budgeted for the 19-20 Fiscal Year presented with the other MOU's in July 2019, no additional increase in cost is incurred with the adoption of the Winters Professional Firefighter MOU.

Police Department increase in cost is \$54,696.62 in general fund costs, and a decrease of \$2,099.32 in the COPS Grant funded fund.

##### Fiscal Year 2020-2021

Fire Department Increase in cost was included in the \$193,399.46 to be included in the 20-21 Fiscal Year Budget presented with the other MOU's in July 2019.

Police Department increase in cost is \$72,131.51 in general fund costs, and an increase of \$6,777.39 in the COPS Grant funded fund.

#### **ATTACHMENTS:**

- Resolution 2020-02-Winters Police Officer Association Memorandum of Understanding
  - In red line form so that Council can see the changes that were made from the prior MOU
- Resolution 2020-03-Winters Professional Firefighters Memorandum of Understanding
  - This is a new document, so no red line version is attached.
- Resolution 2020-04 Winters 2020-2021 Salary Schedule
  - Changes are highlighted on Schedule



RESOLUTION NO. ~~2016-25~~2020 - 02

MEMORANDUM OF UNDERSTANDING  
CITY OF WINTERS  
POLICE OFFICERS ASSOCIATION

Effective  
~~October 2015~~July 1, 2019

## MEMORANDUM OF UNDERSTANDING

<u>ARTICLE</u>	<u>PAGE</u>
Index	2
Preamble	3
Article 1 - Recognition	3
Article 2 - Memorandum of Understanding Ratification	3
Article 3 - Management Rights	3
Article 4 - Association Rights	5
Article 5 - Association Security and Dues	5
Article 6 - No Strike/No Lockout	7
Article 7 - Layoff Procedures	7
Article 8 - Wages, Merit Steps, Benefits, and Wage Plan Administration	8
Article 9 - Probation, New Classification, Reclassification, Acting Appointment, and Promotion	14
Article 10 - Personnel Records	16
Article 11 - Hours of Work	16
Article 12 - Overtime	19
Article 13 - Sick Leave	21
Article 14 - Holidays	22
Article 15 - Vacations	23
Article 16 - Training Schools/Fees	24
Article 17 - Time Off to Employee Representatives	24
Article 18 - Workers' Compensation Insurance	24
Article 19 - Leave of Absence	26
Article 20 - Discipline	27
Article 21 - Grievance Procedures	29
Article 22 - Safety and Health	30
Article 23 - Non-Discrimination	32
Article 24 - Savings Provision	32
Article 25 - Term of Memorandum of Understanding	32
Article 26 - Conclusiveness of Memorandum of Understanding	32
Signature Page	33

**\*\*PREAMBLE\*\***

This Memorandum of Understanding (MOU) is entered into this \_\_\_ day of ~~October, 2015~~ ~~January, 2020~~, ~~through September 30, 2017~~ between the City of Winters (hereinafter referred to as City) and the Winters Police Officers Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

\*\*\*\*\*

**ARTICLE 1 - RECOGNITION**

The City recognizes the Association as the exclusive representative for the City employees in the following job classifications (hereinafter referred to as employee).

Community Service Officer  
Police Officer  
~~Police Corporal~~  
Police Sergeant

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

Upon ratification and adoption by the City Council of the proposed MOU, effective July 1, 2019 through June 30, 2021, current employees in the rank of Corporal will be reclassified downward to the rank of Police Officer ("Y-rated") and placed in the appropriate merit step of that job classification and the job classification of Corporal will be eliminated.

**ARTICLE 2 - MEMORANDUM OF UNDERSTANDING RATIFICATION**

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

**ARTICLE 3 - MANAGEMENT RIGHTS**

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

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

- B. Schedule work hours and or work periods, determine the number and duration of work periods, and establish, modify, or change work schedules, and determine the necessity of overtime and the amount of overtime required.
- C. Direct the work force and hire, promote, demote, transfer, suspend, or discharge any employee and determine the administration of discipline.
- D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.
- E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.
- F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.
- G. Determine the size, character and use of inventories.
- H. Determine the financial policy, including accounting procedures.
- I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.
- J. Determine how new employees are selected.
- K. Establish and judge quality and quantity standards.
- L. Establish, modify, eliminate or enforce rules and regulations and determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms and hiring part time employees.
- M. Require employees, where necessary, to take in-service training courses during working hours.
- N. Take any necessary action to carry out City responsibilities in cases of an emergency.

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

#### ARTICLE 4 - ASSOCIATION RIGHTS

- A. The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to wages, hours, and other terms and conditions of employment.
- B. The Association may schedule use of meeting space within City facilities outside working hours, provided there are no legal prohibitions, and such space is available. The Association may use City equipment normally used in the conduct of business meetings, such as desks, chairs, blackboards, etc. Use of City equipment and space shall not disrupt department operations.
- C. The Association will have reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. Reasonable advance notice is defined as public noticing as published by the City Clerk pursuant to state law, with a copy of the notice sent to the Association President. In addition, employees will be provided copies of special orders, general orders, training bulletins, department rules and regulations, and a copy of this MOU.
- D. The City will provide an Association office in any new facility obtained for the Police Department.
- E. The City will allow the three principal Association officers (President, Vice-President and Secretary/Treasurer) time to conduct Association business during the officer's duty shift if the officer is not otherwise engaged in an investigation and is available to answer dispatched calls.
- F. With prior approval of the Police Chief and/or City Manager, authorized agents of the Association shall have access to City premises during work hours (8:00 A.M. to 5:00 P.M.), Monday through Friday, for purposes of adjusting disputes, investigating working conditions, and such other matters, as may be requested by the Association and approved by the City. Access may be restricted so as not to interfere with the conduct of City services and safety or security standards.
- G. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by the Association President and a copy provided to the City Manager.

#### ARTICLE 5 - ASSOCIATION SECURITY AND DUES

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

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

- A. It is the intent of this Article to provide payroll deductions for Association members to be deducted from their warrants insofar as permitted by law. Following receipt of written certification from the Winters Police Officers' Association (WPOA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit to the Association WPOA dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts over 24 pay periods, and a check for the total deductions shall be submitted to the Winters Police Officers Association, at the end of each month.
  
- B. The written certification from the WPOA for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the WPOA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall promptly cease Association dues deductions from the employee's paycheck.
  
- C. An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.
  
- D. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.
  
- E. The Association shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to implementation and compliance with this Article.
  
- F. Pursuant to Government Code Sections 3555-3557, an Association representative shall receive not less than 10 days' notice, from the City, in advance of a new hire orientation for represented classifications, except in a specific instance where there is an urgent need critical to the City's operations that was not reasonably

foreseeable. During the time the employee is scheduled for orientation in the Personnel Office, a period of fifteen (15) minutes will be allowed to an Association representative to present information about joining the Association.

~~Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) become a member of the Association and maintain membership in good standing in accordance with its Constitution and By-Laws; or (2) shall pay an agency fee in an amount equal to the amount of the monthly dues pursuant to Section F.~~

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

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

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

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

~~F. An employee with lawfully established valid objections of membership or financial support of an Association shall make in lieu payments to the Association or to other charitable organizations in accordance with the provisions of Section 3502.5 of the California Government Code.~~

## **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

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

## **ARTICLE 7 - LAYOFF PROCEDURES**

~~In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date of hire with the exception of employees on initial probation.~~

In the event of work force reduction due to either the abolishment of a position or determination by the City that there is a shortage of work or insufficient funds, lay-offs shall occur in inverse order of seniority date within classification. The Personnel Officer shall determine when and which classification(s) lay-offs are to occur. The Personnel Officer shall be responsible for the implementation of a lay-off order from the City Council in accordance with the procedures described herein.

- A. The Association shall be given at least sixty (60) days' notice prior to the effective date of the layoff. The City and Association agree to meet and confer to discuss alternatives to layoff and layoff procedures.
- B. Employees shall be given at least forty-five (45) days' notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.
- C. No new employee shall be hired in the Police Officer or Police Sergeant classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff. Probationary employees may be rehired without regard to seniority order, only after regular employees have been rehired. Reinstatement must be exercised within twenty (20) work days after the City deposits written notice of recall from layoff in the United States mail addressed to the employee's last known address by Certified Mail - Return Receipt Requested.
- D. Employees who leave the Association to accept another position in the City service shall, upon completion of the probationary period in the new position, lose all seniority rights to their former positions.
- E. In the event that a reduction in force results in the need for a reorganization of employees from superior ranks to lesser ranks, such reorganization shall be accomplished by demoting those employees with the least tenure in the affected rank.

## ARTICLE 8 - WAGES, MERIT STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

- A. Base Wages and Merit Steps: The following schedule provides a wage range with five (5) merit steps also known as base wage steps.

### Effective first pay period in July 2019 – 5% COLA

Step A	Step B	Step C	Step D	Step E
--------	--------	--------	--------	--------

Community Services Officer I	3267	3431	3602	3782	3971
Community Services Officer II	4003	4203	4413	4634	4865
Police Officer	5389	5659	5942	6239	6551
Corporal	5602	5882	6176	6485	6809
Sergeant	6303	6618	6949	7296	7661

**Effective first pay period in July 2020 – 2.5% COLA**

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<u>Community Services Officer I</u>	<u>3349</u>	<u>3516</u>	<u>3693</u>	<u>3877</u>	<u>4070</u>
<u>Community Services Officer II</u>	<u>4103</u>	<u>4308</u>	<u>4523</u>	<u>4750</u>	<u>4987</u>
<u>Police Officer</u>	<u>5524</u>	<u>5800</u>	<u>6090</u>	<u>6394</u>	<u>6714</u>
<u>Sergeant</u>	<u>6461</u>	<u>6784</u>	<u>7123</u>	<u>7479</u>	<u>7853</u>

Community Services Officer – effective first pay period in October 2015 – 1.5% COLA + (increase in Salary to cover employee PERS contribution)

A	B	C	D	E
3,005	3,156	3,313	3,479	3,653

Community Services Officer – effective first pay period in October 2016 – 2.5% COLA

A	B	C	D	E
3,081	3,235	3,396	3,566	3,744

Police Corporal – effective first pay period in October, 2015: 1.5% COLA

A	B	C	D	E
5,158	5,406	5,666	5,940	6,227

Police Corporal – effective first pay period in October 2016: 2.5% COLA

A	B	C	D	E
5,282	5,536	5,803	6,083	6,377

Police Officer Wages effective first pay period in October, 2015: 1.5% COLA

A	B	C	D	E

	4,958	5,206	5,466	5,740	6,027
<del>Police Officer Wages effective first pay period in October 2016: 2.5% COLA</del>					
	A	B	C	D	E
	5,082	5,336	5,603	5,883	6,177

Within the range, all step advancements will be considered on an employee's anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1) year in a particular step before being considered for further Step increases; however, the Police Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date. The time required for step advancement shall be extended by any time spent on leave of absence pursuant to Article 19.

- B. The City will review this wage scale by the end of April, surveying base wages of the Police Officer classification in the jurisdictions of: Auburn, Davis, Dixon, Galt, Marysville, Oroville, Placerville, Rocklin, Vacaville, West Sacramento, and the Yolo County Sheriff's Department. The purpose of this survey will be a reference check on the base wages paid in Winters.
- C. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1. Shift Differential (Sworn Officers Only) - Employees required to work shifts between the hours of 6:00 pm – 6:00 am shall receive a differential in the amount of one dollar (\$1.00) per hour for all hours the following for shifts actually worked between those hours.

	PER SHIFT
Day Cover or Swing Shift _____	= \$6.50
Utility or Night Cover Shift _____	= \$7.00
Graveyard Shift _____	= \$8.00

2. Uniform Allowance- Employees are required to wear uniforms as established by the City, and shall receive a uniform allowance, for the purchase and maintenance of uniforms, in the amount of three-hundred dollars (\$300) for sworn employees and two-hundred twenty-five dollars (\$225) for non-sworn employees per quarter. The uniform allowance shall be paid quarterly, in a separate payment. The City shall report Uniform Allowance to the California Public Employees' Retirement System (CalPERS) monthly, or on a per pay period basis, and in accordance with the Public Employees' Retirement Law

(PERL), the Public Employees' Pension Reform Act (PEPRA), and applicable regulations.

In the event the City mandates a uniform change, employees will normally be allowed twelve (12) months to transition to the new uniforms absent exigent circumstances such as manufacturers discontinuing a product.

~~Uniform Allowance—Employees are required to wear uniforms as established by the City. For purchase and maintenance of uniforms the City will pay \$300.00 (three hundred dollars) per quarter, paid quarterly in a separate check to the employee/reserve.~~

~~—The Community Services Officer will receive \$225.00 per quarter.~~

3. Bilingual Pay - An employee who routinely and consistently is required to communicate in certified to use both English and Spanish, and is certified pursuant to department standards written and/or spoken, on the job, and the use of such skill is required by the City shall receive a bilingual pay incentive in the amount of two hundred dollars (\$200) per month. ~~\$150.00 (one hundred fifty dollars) per month. Employees must be tested and certified pursuant to department standards. Yolo County provides the certification at no cost.~~

4. Insurance –Employees shall receive up to \$2,250 per month to purchase various health (depending on size of family and plan), dental and other insurance to which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee in taxable wages. The City of Winters will pay for the vision plan for employees. Dependent cost must be paid for by employee. Employees are not required to have health and dental coverage through the City but must show proof of coverage satisfactory to the City. If you do not purchase City insurance and you provide proof of coverage you will receive \$800 per month. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Associations.

(a) Cafeteria Allowance. The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

<u>Coverage Level</u>	<u>Monthly Allowance</u>
<u>Employee Only</u>	<u>\$1,200</u>
<u>Employee +1</u>	<u>\$1,700</u>
<u>Family</u>	<u>\$1,950</u>

Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2020 and every year thereafter during the term

of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser Permanente plan in the CalPERS "Region 1", (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction. Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the next pay period following ratification of this MOU to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount. Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to \$1,200 in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

(c) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

5. Public Employees Retirement System (PERS) - Employees shall join the PERS system as a condition of employment.

Police Officers (Sworn Only)

Tier One Retirement Formula

Safety employees hired before 2012 will receive a 3% @ 55, with a three year average compensation formula.

Tier Two Retirement Formula

Safety employees hired in 2012 will receive a 2% @ 50, with a three year

average compensation formula.

Tier Three Retirement Formula

Safety employees hired after January 1, 2013 will receive a 2.7% @ 57, with a three year average compensation formula.

Employees shall pay the employee rate.

Community Service Officer

Tier One Retirement Formula

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

Tier Two Retirement Formula

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

Tier Three Retirement Formula

Miscellaneous employees hired after January 1, 2013 and who qualify as "new members" as defined by California Government Code Section 7522.04(f) will receive a 2% @ 62, with a three year average, retirement formula.

Employees shall pay the employee rate.

6. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.
7. Education Incentive - An employee who provides evidence of having received a degree from a recognized college/university or a post certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

CERTIFICATE/EDUCATION

WAGE INCREASE

AA/AS Degree/Intermediate Post  
BA/BS Degree/Advanced Post

5% above base wage  
10% above base wage

~~Employer shall pay up to \$1,000 per semester, per employee, toward continue — college/adult learning education and professional development program. (Police Only) Upon completion of a course, the City will reimburse~~

up to \$1,000 per semester, per employee, toward continuing college education relevant to the needs of the job being performed. Employees must earn a "pass" in a pass/fail or a "C" or better grade to be eligible for reimbursement. Employees seeking to be reimbursed must receive approval from the Chief of Police prior to enrolling in the course of study. (Sworn Employees Only)

8. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the anniversary of the employee's full time hire date.
9. Jury Duty- Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.
10. Field Training Officers - Employees assigned as Field Training Officers shall receive \$2.31 per hour ~~400.00 (two hundred dollars) per month~~ while actively engaged in the training of officers.
- ~~11. Corporal - Will receive an additional \$200 a month in salary over the police officer salary range. (Included in the salary range on Page 7)~~
11. ~~Court Time - A minimum of four (4) hours overtime shall be paid for each court appearance outside an officer's scheduled working hours. However, if a scheduled court appearance is canceled and notification is not received by the officer on the prior business day to the scheduled court appearance, two hours of overtime shall be paid to the officer.~~ Court Time - A minimum of four (4) hours overtime shall be paid for mandatory court appearances made on behalf of the City of Winters and outside an employee's scheduled working hours. When a court appearance begins less than four (4) hours before the start of the employee's next scheduled shift, another scheduled court, or other scheduled detail, overtime compensation will begin at the time of the scheduled court appearance and continue until the start of the employee's next scheduled shift, court appearance, or detail, including lunch recess that may be involved.

If a scheduled court appearance is canceled and notification by department email is not delivered to the employee twenty-four (24) hours' prior to the scheduled court appearance, two (2) hours of overtime shall be paid to the officer.

Telephonic Hearings: A minimum of two (2) hours overtime shall be paid for mandatory telephonic hearings made on behalf of the City of Winters and outside an employee's scheduled working hours. When a telephonic hearing begins less than two (2) hours before the start of the employee's next scheduled shift, another scheduled court, or other scheduled detail, overtime compensation will begin at the time of the scheduled telephonic hearing and continue until the start of the employee's next scheduled shift, court appearance, or detail, including lunch recess that may be involved.

If a scheduled telephonic hearing is canceled and notification by department email is not delivered to the employee twenty-four (24) hours' prior to the scheduled court appearance, two (2) hours of overtime shall be paid to the officer.

12. Deferred Compensation – An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city after this MOU goes in to effect, the City will contribute up to \$500.00 annually. (The City contribution is frozen at this time.)
13. Association Time - Individual Association members may donate, from their accrued vacation leave, holiday leave, or compensatory time off, to the Association for Association business. The President of the Association may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed between the Chief of Police and the Association that additional members may be absent. Two (2) weeks advance notice of use of time shall be given. The time may be used only in hourly increments.
14. Counseling Services - The City will provide psychological counseling services for employees and their families as developed and administered by the Yolo County Risk Management Authority.
15. Life Insurance - The City shall maintain in effect life insurance for all employees covered by this MOU in the amount of \$50,000 of coverage, employer paid.
16. Employees assigned as Detectives/SRO may be provided a Department vehicle at the discretion of the Chief of Police. Vehicles shall only be operated by the designated employee, or other Department employees, as necessary, and used only for official Departmental business. Employees shall not be compensated for travel time while driving department vehicles to and from their residence and their assigned work location, unless called back to work in accordance with Article 12.G of this MOU.

If driving to and from their residence, Department vehicles must be stored at the employee's residence. Department vehicles must remain at the Police Department when an employee is scheduled to be absent from duty for more than four (4) duty days.

17. All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), an Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 (c)(9). All employees agree to a \$25.00 per pay period contribution.

#### D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.
2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Wednesday.
3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.
4. Work performance evaluations shall be completed by the employee's supervisor ~~at least ten (10) working days~~ prior to the employee's anniversary date. At this time consideration may be given for a merit step advance. ~~If the evaluation is not completed in the time required, the performance of the employee shall be deemed to be acceptable.~~ The evaluation shall include the following elements:
  - a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee. However, an addendum by a superior officer may be attached with the acknowledgement of the employee.
  - b. A discussion between the supervisor and employee on the content of the performance evaluation.
  - c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written

acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is "~~Unsatisfactory~~" or "~~Improvement Needed~~" below standards, a step increase ~~will~~ may not be granted, ~~provided however that inadequate work performance has been previously documented, and the employee has been made aware of and given the opportunity to remedy deficiencies.~~ A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

## **ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION**

- A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.
1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee who has successfully completed a POST academy. New hires, without a POST academy, shall have an eighteen (18) month probationary period.
  2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Police Chief. The probationary period may be extended for any leave of absence granted pursuant to Article 19.
  3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.
- B. New Classifications - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.
- C. Reclassification - Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City. The City and Association agree to meet and confer if classifications in this MOU are being reclassified.
- D. Acting Appointments - The City may temporarily appoint an employee to an acting

capacity in a higher job classification. The employee shall receive \$200.00 (two hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City, employee, and the Association.
  2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.
- E. Promotion - The City may advance an employee to a job classification having a higher base wage range.
1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.
  2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Article 20.
  3. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

## ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential; however, certain personnel records may be released to the public in accordance to applicable law.

Access to personnel records shall be limited to the City Manager, ~~Assistant City Manager, Administrative Services Director, Sergeant, Human Resources Manager~~ and the Police Chief or their designee in accordance to applicable law.

An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file. ~~Records of sworn police officers which are kept by the Administrative Services Department shall have access restricted as provided by law.~~

## ARTICLE 11 - HOURS OF WORK

The City shall designate a 7K exemption ~~twenty-eight (28)~~ fourteen (14) day work period pursuant to the Fair Labor Standards Act. The normal work cycle for patrol shall be an alternating 3 day/4 day work week. An employee shall work a two (2) week, eighty (80) hour pay cycle. Within each pay cycle, patrol shifts shall consist of six (6), twelve (12) hour shifts and one eight (8) hour shift.  
Employees will report to work fully prepared at the start of their work shift.

#### A. Shifts

Patrol shifts shall be as follows:

Team A: Sunday, Monday, Tuesday and every other Wednesday from 0600-1800 Hours.

Team B: Thursday, Friday, Saturday and every other Wednesday from 0600-1800 Hours.

Team C: Sunday, Monday, Tuesday and every other Saturday from 1800-0600 Hours.

Team D: Wednesday, Thursday, Friday and every other Saturday from 1800-0600 Hours.

Cover: Every other Wednesday and every Thursday from 1200-2400 and every Friday and Saturday from 1400-0200 hours, but may be altered by the Chief of Police to cover for other shifts as per the needs of the Department.

Detective/ SRO: This shift shall work Tuesday- Friday from 0800-1800 Hours, but may be changed due to scheduling or change in work assignments.

By mutual agreement of an employee and the Chief of Police, hours of work may be other than those defined in this section.

The Chief of Police may temporarily modify/ alter the employee's hours/ schedule of work other than those defined in this section for departmental needs and for the safety of the public it serves.

~~An employee will not have less than a ten (10) hour rest period between the end of a shift and the beginning of the employee's next shift. If this rest period is not given, the employee's next shift will be considered call back.~~

Unless by mutual agreement or exigent circumstances, the parties agree that employees will not be regularly scheduled with less than ten (10) hour rest periods between the end of regular scheduled shifts and the beginning of regular scheduled shifts as outlined in Section A. above.

~~The City shall designate a 7K exemption twenty-eight (28) day work period pursuant to the Fair Labor Standards Act~~ The Chief of Police may, at his/her discretion, revoke the ~~Twelvetwelve (12) -hour shift schedule in order to provide adequate patrol shift coverage.~~ Prior to revoking the 12 hour shift schedule, unless in the event of an emergency, the Chief of Police will provide the POA with thirty (30) days' notice and the POA will have an opportunity to meet with the Chief of Police on the impact of the change in shift and the rotation time.

Sick Leave and Annual Leave accrual rates remain as currently calculated (i.e., sick leave will accrue at eight (8) hours but will be taken in twelve (12) hour increments for employees assigned to patrol and ten (10) hour increments for employees assigned to Detective/SRO.

Bidding will take place one time each year for two (2) six (6) month periods (December 1 and June 1 rotation dates). Employees may stay on the same watch for two (2) consecutive six (6) months periods and then must bid for the opposite watch (i.e., days to nights).

In order to provide more flexibility, an employee may bid for any shift/watch as long as it does not conflict with the above paragraph and the employee does not bid for a shift/watch which would require a double back at shift change.

Patrol shift rotation shall occur twice per year with each rotation period lasting twenty-six (26) weeks. The first shift rotation period will begin on the first day of the pay period beginning nearest to January 1 and last twenty-six (26) weeks. The second rotation period will begin on the first day of the pay period twenty-six (26) weeks later.

Bidding shall take place two (2) times per year. Bidding for the first shift rotation period of the new calendar year will begin no later than November 1 and conclude no later than November 7. Bidding for the second rotation period will begin no later May 1 and conclude no later than May 7.

Employees may stay on the same watch for two (2) consecutive shift rotation periods and then must bid for the opposite watch (i.e. days to nights) unless not feasible by seniority.

Bidding for Shift Schedules will be by rank and by seniority in rank. Sergeants will bid first and will sign up for a "Sergeant Slot" on Team A, Team B, Team C or Team D, whichever is available. Corporals will sign up next, also by seniority in rank—Team A-D, whichever shift is available. Officers will then sign up for shifts—Team A-D, also by seniority, and the Cover Shift if available. The Detective/SRO will be assigned to the "Detective/SRO" shift as outlined on the shift schedule. No double shifts will be allowed for safety purposes.

The Chief of Police may, at his/her discretion, revoke the Twelve hour shift schedule in order to provide adequate patrol shift coverage. Prior to revoking the 12 hour shift schedule, unless in the event of an emergency, the Chief of Police will provide the POA with thirty (30) days' notice and the POA will have an opportunity to meet with the chief of Police on the impact of the change in shift and the rotation time.

The Chief of Police may remove from the shift rotation selection process any employee and/or shift for disciplinary or administrative purposes (administrative purpose, by way of example and not limitation, might be when a low seniority employee was forced by lack of choice to work the same shift for more than three (3) rotations in a row), and place the employee in any particular shift which the Chief determines. If an employee and a shift are removed from the selection process, the Chief of Police will inform the

Association before the beginning of the next rotation cycle. The shift rotation process will not be used to reward or favor an employee.

#### B. Rest Periods

B.——Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift plus a thirty (30) minute lunch break. Employees shall work straight eight (8) hours and will be considered to be on duty during rest periods and lunch break. An employee working a shift over 8 hours will have an extra 15 minute break for every two hours worked. Breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

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

D.——Employees will report to work fully prepared at the start of their work shift.

The Chief of Police may remove from the shift rotation selection process any employee for disciplinary or administrative purposes (administrative purpose, by way of example and not limitation, might be when a low seniority employee was forced by lack of choice to work the same shift for more than three (3) rotations in a row), and place the employee in any particular shift which the Chief determines. If an employee and a shift are removed from the selection process, the Chief of Police will inform the Association five (5) weeks before the beginning of the next rotation cycle. The shift rotation process will not be used to reward or favor an employee.

B.—Whenever an employee is assigned to a fixed schedule of more than 10 hours, there shall be a mandatory minimum rest period of seveneight (87) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift.

#### Examples:

1. If an employee completes a regular work shift at 6am and has as scheduled court appearance at 24pm the same day, the 87 consecutive hours occurs between 6am and 24pm and there is no mandatory rest period after the court appearance is completed.

2. If an employee completes a regular work shift at 6am and has a scheduled court appearance at 10am the same day, and the court appearance is over by 11:00am, the 87 consecutive hours occurs between 1100am and 76pm, the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.

3. If an employee completes a regular work shift at 6am and has a court appearance at 830am and the court appearance is completed at 12 noon, and the employee is scheduled to come back to work for a regular work shift that day, the employee may not come to work for the next regular work shift that day until 87pm. The employee is

required to take either vacation, compensatory time, or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on duty supervisor.

### C. Community Services Officer

The standard work schedule for full-time CSO is referred to as a 9/80 work schedule. This provides that employees work nine (9) hour days per week, plus one eight (8) hour day once every two weeks. The employee is allowed to take one day off every other week. Friday will be deemed as the day employees are eligible to take off and will be the one (8) hour day per week. Depending on department coverage, a different day of the week may need to be taken as the day off. CSO shift hours are generally business hours between 0800 to 1800 Monday through Friday.

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

A. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift.

Pursuant to Department of Labor guidelines the department shall determine the time and manner in which rest periods shall be taken. Rest periods are paid time and shall be taken at the work site.

B. Employees shall receive one (1) sixty (60) minute lunch break during a work shift. Lunch breaks shall be scheduled by the department with due consideration to the desires of an employee. Lunch breaks are paid time and must be taken at the work site.

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

## **ARTICLE 12 – OVERTIME**

- A. Although all classifications listed in Article 1 are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA) the City may designate certain positions exempt per Department of Labor standards. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.
  
- B. The traditional work cycle for all employees within the bargaining group shall be an eighty (80) hour pay period within a two (2) week or fourteen (14) Calendar day cycle. Overtime shall be paid under this MOU for any hours worked outside an employee's regular scheduled work hours in one (1) day or eighty (80) hours in a two (2) week work period. Overtime shall be paid at one and one-half (1.5) times the employee's regular rate of pay. Hours shall not include any leave of absence pursuant to Article 19, seven (7) days in length. All employees, except those deemed exempt, required to work hours in excess of forty (40) hours in a seven (7) day cycle, and/or in excess of eight (8) hours in one (1) day, shall receive overtime pay at the rate of time and one half. "Hours worked" shall not include any leave of

~~absence pursuant to Article 19.~~

~~1. The alternative work cycle for all employees with 12 hour shifts within the bargaining group, an officer may be scheduled 36 hours in one week and 44 hours the following week. The additional 4 hours in the 44 hour week will not be paid at the overtime rate. All employees, except those deemed exempt, required to work hours in excess of the regularly scheduled work shift hours in a seven (7) day cycle, and/or in excess of their regularly scheduled work hours in one (1) day, shall receive overtime pay at the rate of time and one half. "Hours worked" shall not include any leave of absence pursuant to Article 19.~~

- C. All overtime must have authorization of a supervisor prior to starting overtime work, except when an emergency situation arises which necessitates overtime work beyond an employee's regular shift. ~~An employee's failure to obtain prior approval may result in denial of the overtime request.~~ Employees shall not spend excessive amounts of time at their work station before or after their normal work period. Such incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.
- D. The City will provide an employee with one (1) week prior notification of anticipated scheduled ~~mandatory~~ overtime. If this notification is not given, an employee may refuse to work the overtime. This shall not include exigent circumstances or staffing related emergencies which may not allow the one (1) week notification.
- E. Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from a training facility, for non-mandatory training, outside of an employee's work shift.
- F. Employees will be provided with a locker for their own personal convenience and may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Time spent in changing clothes before or after a shift is not considered hours worked and are not compensated in any manner whatsoever.
- G. 1. Callback - An employee who is called back to work before or after working a regular shift or work week will be compensated at the overtime rate for a minimum of two (2) hours or for actual hours worked, whichever is greater. Callback begins the moment the employee receives notification of the call back. When a callback occurs within two (2) hours of the start of the employee's next scheduled shift, scheduled court appearance, or other scheduled detail, overtime compensation will begin at the time the employee is called back and continue only until the employee's next scheduled shift, scheduled court appearance, or other scheduled detail.

2. Meetings and Training - Employees who are required to attend any meetings or training on behalf of the City of Winters outside their scheduled working hours, will be compensated at the overtime rate for a minimum of two (2) hours. When the meeting or training occurs within (2) hours of the start of the employee's next scheduled shift, scheduled court appearance, or other scheduled detail, overtime compensation will begin at the time of the scheduled meeting or training and continue only until the employee's next scheduled shift, scheduled court appearance, or other scheduled detail.

~~An employee who is called back to work before or after working a regular shift or work week will be compensated for a minimum of two (2) hours or for actual hours worked, whichever is greater, at the overtime rate. Call back begins the moment the employee receives notification of the call back.~~

~~— Employees who are required to attend any meetings or training outside their scheduled working hours, will be compensated at a rate of one and one half (1½) times their hourly rate for a minimum of three (3) hours.~~

H. Compensatory Time Off (CTO) may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at the rate of time and one-half for all hours worked excess of the regularly scheduled work shift hours in a seven (7) day/ fourteen (14) day cycle, cycle, and/or in excess of their regularly scheduled work hours in one (1) day. ~~CTO may be provided when requested on a straight time basis for a holiday "not worked".~~ Employees may accrue up to ~~one hundred forty (140)~~ forty-four (44) hours of compensatory time ~~off each year, may only cash out one hundred twenty (120).~~ Unused compensatory time on the books shall be paid at termination of employment. Once per year, during the last regularly scheduled payroll in June, the City will automatically "cash out" all unused compensatory time using the employee's base rate of pay as of June 30<sup>th</sup> of that year.

Compensatory Time Off (CTO) on the books as of June 30, 2019 will be paid to the employee using their base rate as of June 30, 2019.

~~I. — Employees shall receive time and a half pay for working on Youth Day, Earthquake Festival and Caesar Chavez Day. There will be no straight time for employees who are off. (Police Only)~~

## ARTICLE 13 - SICK LEAVE

A. Employees shall ~~receive~~ accrue sick leave at the rate of ~~eight (8) hours per month for each calendar month of service.~~ Sick leave time shall ~~accrue on a monthly basis. Sick leave shall not accrue during the first six (6) months of initial probation. At the end of that time, the hours which would have accrued will be credited to the~~

~~employee's sick leave balance. 3.69 hours per pay period.~~

~~B. Sick leave may be accumulated to a maximum of nine hundred and sixty (960) hours.~~

B. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

C. ~~Employees granted a leave of absence pursuant to Article 19, or absent from duty when not authorized by the City shall not accrue sick leave. Sick leave shall not be accrued by an employee absent from duty after separation from City service. shall not accrue sick leave when they are not in a City-paid leave status.~~

D. After three (3) consecutive sick days, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.

E. Bereavement Leave – (Police Officers) Up to three (3) consecutive sick leave days on the 12 hour schedule, or 4 days on the 10 hour schedule may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the Sick Leave Bonus, but will be subtracted from accrued sick leave.

CSO will receive 48/54 for 9/80 schedule.

F. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is: (Police Only)

$$\frac{\text{Accumulated Leave}}{2} \times \text{Base Hourly Wage} = \text{Sum Total of Payout}$$

G. Employees having ten (10) years or more of service with the City, upon retirement ~~shall~~ may receive straight time pay for one third (1/3) of their accumulated sick leave hours up to 320 hours. (Police Only)

H. Upon request of an employee and upon approval of the Chief of Police, sick leave credits may be transferred from one or more employees to another employee, under the following conditions:

1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,

2. The receiving employee has exhausted all leave credits,
  3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.
- J. Sick Leave Incentive - An employee who has used forty-eight (48) hours or less of sick leave in a one (1) year period from December 1 until November 30 shall receive one percent (1%) of their base yearly salary in a separate check payable to the employee during the first week of December of that year. New hires are eligible for a pro-rated incentive if hired by June 1 based on number of months worked (i.e. can't use more than 24 hours if only employed 6 months).

Side Letter of Agreement for re-opener on sick/catastrophic leave donations

#### ARTICLE 14 - HOLIDAYS

- A. Effective upon ratification of this MOU, sworn employees covered by this MOU shall receive holiday in-lieu of pay at 7% of base salary paid bi-weekly.

Non-sworn employees covered by this MOU shall receive the following holidays:  
~~Employees shall receive the following holidays on a straight time basis:~~

- |   |   |
|---|---|
| 1. New Year's Day   | <del>9. Earthquake Festival (Only if worked</del> |
| 2. Martin Luther King's Day   | <del>Police)</del>                                |
| 3. President's Day  |   |
| 4. Half Day Good Friday   |   |
| 5. Caesar Chavez Day ( <del>Only if Worked</del> <u>Recognized only – Monday through Friday)</u> ( <u>No additional day off if it falls on a Saturday or Sunday</u> ) |   |
| 6. Memorial Day   |   |
| 7. Independence Day   |   |
| 8. Labor Day  |   |
| 9. Veteran's Day  |   |
| 10. Thanksgiving Day  |   |
| 11. Day After Thanksgiving  |   |
| 12. December 24 <sup>th</sup>   |   |
| 13. December 25 <sup>th</sup>   |   |

Non-sworn employees: If any holiday falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed.

- B. Every employee covered by this MOU shall receive two (2) floating holidays per year. Employees shall receive credit for one floating holiday on July 1, and the other floating holiday on January 1 of each year. If an employee fails to take their floating holidays off, between July 1 and June 30 ~~of the following year~~, the employee will

forfeit their floating holiday credit. These two floating holidays have no cash value and may not be cashed at separation. Each floating holiday is equivalent to one work day and cannot be broken up by hours.

- ~~C. In accordance with the active work schedule, if a holiday falls on an employee's scheduled work day, and the employee is required to work, in addition to the holiday pay at straight time, the employee shall be compensated with overtime at the rate of one and one-half the base hourly wage. (Side letter of agreement).~~

~~An employee who works a shift that begins on New Year's Eve and extends to New Year's Day will be compensated at the overtime rate of one and one-half the base hourly wage for the entire shift.~~

## ARTICLE 15 – VACATIONS

- A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month.

<u>YEARS OF SERVICE</u>	<u>HOURS PER PAY PERIOD</u>	<u>ANNUAL HRS</u>	<u>DAYS</u>
0 - 3	3.38	88	11
4 - 6	4.31	112	4
7 - 9	5.23	136	17
10 - 12	6.15	160	20
13 - 16	6.77	176	22
17 - 22	7.69	200	25
23 +	8.31	216	27

- B. Vacations shall be scheduled by the employees with the approval of the Chief of Police, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.
- C. Vacation leave shall not be granted during the first six (6) months of an employee's original probationary period. At the end of that time, the hours which would have accrued will be credited to the employee's vacation balance.
- D. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.
- E. Employees granted a leave of absence pursuant to Article 19 or absent from duty when not authorized by the City shall not earn vacation leave.
- F. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

- G. Employees may cash in their accrued vacation hours on approval of the City.
- H. An employee separated from City service shall be compensated for vacation hours on the books.
- I. All employees shall take at least one (1) week (scheduled consecutive work days) away from the job each year, which can be a combination of vacation, CTO, holiday, and floating holiday.
- J. Vacation Leave Accrual will be capped at 500 hours. Accrual during a fiscal year that has exceeded the 500 hour cap will be reset to the 500 cap effective on the following June 30<sup>th</sup> of each fiscal year if not used.

#### ARTICLE 16 - TRAINING SCHOOLS/FEEES

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

- B. The City will make available a City vehicle to travel to and from training. If no City vehicles are available, and upon approval of the Chief of Police, the employee may drive their personal vehicle and be compensated mileage to and from the Police Department to the training location according to the City's Travel Policy.

Employee's utilizing a City vehicle to travel from their residence to the training location will not be compensated time unless the training location is in excess of 50 miles from the Winters Police Department.

If the employee opts to drive their personal vehicle from their residence to the training location in lieu of a City vehicle, mileage and travel time will not be compensated.

~~Travel time to and from a mandatory training school will be compensated by the City.~~

- C. It shall be the intent of the City to send each full time Peace Officer to a minimum of 40 hours of Continuous Professional Training each year.

(Continuous Professional Training will be as defined as training courses given POST credits/certificates and or college credits and includes the 24 hour mandated POST requirements).

A Representative of the WPOA will meet with the Training Supervisor during the month of October. This meeting will address the needs and/or requests of each full time Peace Officer with the needs of the department for the upcoming year of

training.

~~D. As scheduled by the Police Chief, firearms range training time will be considered overtime for employees not working their regular shift during such training.~~

## **ARTICLE 17 - TIME OFF TO EMPLOYEE REPRESENTATIVES**

The City shall allow two (2) Association employees time off from normal duties without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. In no case shall any overtime be paid for such meeting and conferring.

## **ARTICLE 18 - WORKERS' COMPENSATION INSURANCE**

The State Workers' Compensation Laws, and this MOU shall govern all aspects of work related injuries, illnesses, and accidents. Employees shall continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for Workers' Compensation benefits. Sick leave and vacation shall continue to accrue in accordance with the provision of State Labor Code 4850. (Police Only)

### **A. Industrial Injuries and Accidents**

1. Employees shall report any work related injury, illness, or exposure which requires medical treatment to the appropriate department supervisor as soon as physically possible.
2. Employees shall report any work related injury, illness, or exposure of which the employee is aware which does not require medical treatment to the appropriate department supervisor as soon as possible, but in any event by the end of the employee's shift on which the injury, exposure or illness occurred.
3. If an injured employee remains eligible for Workers' Compensation temporary disability benefits beyond one (1) year, full salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
4. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and who has exhausted "4850 pay" eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will

be paid directly to the employee as prescribed by Workers' Compensation laws.

5. The City contribution to the employee's group insurance plan(s) continues during the "4850 pay" period and during integration of sick leave or vacation with Workers' Compensation benefits.

6. In accordance with State Labor Code Section 132(a), employees shall not be discriminated against.

B. Accident Reporting - Employees shall report any accident involving an employee which results in any injury or property damage to other parties to the appropriate department supervisor as soon as practical.

C. Medical Treatment - Any employee suffering from any work related injury, illness, or exposure which requires medical treatment shall immediately seek such treatment from the following City designated physician or medical facilities; Winters Medical Group during office hours, and/or Sutter Davis Hospital.

D. Leave of Absence for Industrial Disability Qualification - An employee suffering a work related injury, illness, or exposure which disables that employee from the performance of regular job duties will request a leave of absence for industrial disability. Such a request will be submitted in the form of a Workers' Compensation claim. Any dispute regarding such claim shall be resolved through Claims Management and/or YCPARMIA.

## ARTICLE 19 - LEAVE OF ABSENCE

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick leave, industrial disability, holiday, or administrative leave.

A. An employee who has successfully completed the original probationary period may request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Council (The City and Association agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence.).

B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.

C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.

D. Employees on authorized leaves of absence shall not lose any rights accrued at the

time the leave is granted and such authorized leave of absence shall not be deemed a break in City service.

- E. As approved by the Police Chief an employee may return to work prior to the expiration of a leave of absence.
- F. Persons employed by the City to fill positions made vacant by an employee on leave of absence shall hold such positions subject to being laid off upon the return of the employee on leave. Employees promoted to fill positions made vacant by employees on leave shall hold such positions subject to being returned to their former position upon return of the employee.
- G. Military leave shall be granted in accordance with the provision of appropriate law.

The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

## **ARTICLE 20 - DISCIPLINE**

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City. California Government Code Section 3303 et seq will be adhered to during any disciplinary investigation, procedure, or action. Prior to any interrogation in an internal investigation, an employee shall be entitled to any complaints, notes, records, or reports, except those deemed to be confidential.

- A. Improper Employee Conduct - Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:
  - 1. Fraud in securing appointment
  - 2. Inefficiency
  - 3. Insubordination
  - 4. Dishonesty or theft
  - 5. Drunkenness on duty
  - 6. Addiction to the use of controlled substances
  - 7. Discourteous treatment of the public or other employees
  - 8. Willful disobedience
  - 9. Negligent or willful misuse of City property.
  - 10. Neglect of duty (not performing assigned tasks).
  - 11. Conviction of any criminal act involving moral turpitude or felony.
  - 12. Excessive or unexcused absence or tardiness.
  - 13. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
  - 14. Unlawful retaliation against any other City officer or employee or member of

the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any act or information relative to actual or suspected violation of any laws of this State or of the United States occurring on the job or directly related thereto.

B. The purpose of disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards.

1. 4.—Oral or Written Reprimand - When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge. A written reprimand will remain in an employee's file for a period not to exceed six (6) months. Documented oral counselings and written reprimands are not subject to the appeal process as outlined in this article.

A written reprimand shall remain in an employee's file for a period of three (3) years. A written reprimand may be withdrawn from an employee's official personnel file after two (2) years from the date of issuance by making a written request to the Chief of Police. Approval of removal will be based upon improved performance. A documented oral counseling shall remain in an employee's file until the next evaluation period.

2. Suspension - The Department Head may suspend an employee for cause and without pay for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The Department Head may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether any suspension shall be with or without pay or benefits.

3. Reduction-in-pay - The Department Head may reduce an employee's pay for cause to a lower step as a disciplinary action.

4. Demotion - The Department Head may demote an employee for cause as a disciplinary action.

5. Discharge - An employee may be discharged by the City for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings.

C. Notice of Proposed Disciplinary Action — Excluding documented oral reprimands, and except in cases of emergency or when immediate action is required, notice

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

- D. Disciplinary Hearing - The disciplinary hearing is a formal meeting at which the employee has an opportunity to rebut the charges or to state any mitigating circumstances. The City Manager or designee shall hear and consider the employee's response.
- E. Notice of Decision - Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager.
- F. Appeal of Decision - In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing. The City Council shall hear the matter, and after due consideration, shall give a written decision to the employee within twenty (20) calendar days.
- G. Employee Representation - Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.
- H. Retribution for Appeal - No employee shall be penalized in any way for participating in the appeal process.
- I. Multiple Penalties - No employee shall receive more than one (1) disciplinary action for any individual occurrence of a violation leading to the discipline.

#### **ARTICLE 21 - GRIEVANCE PROCEDURES Police only**

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

- A. Informal Grievance Procedure - The first attempt to settle a grievance will be through discussion with the immediate supervisor. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the Police Chief within fifteen (15) calendar days after receiving a decision from the immediate supervisor.

If grievance involves supervisors, employee can discuss the matter with the Chief.

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

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

**2. City Manager Review - The City Manager or a designated representative shall discuss the grievance with the employee and other persons as may be needed. The City Manager may designate a fact finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) work days. If the employee does not agree with the decision, the employee shall have the right to file a formal appeal in writing to the City Council within fifteen (15) work days after receiving a decision or non-decision from the City Manager.**

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

**Upon concluding any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify same. Such findings shall be**

**countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.**

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

**D. Conduct of Grievance Procedure.**

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.
2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.
3. The employee shall be assured freedom from reprisal for using the grievance procedures.

## ARTICLE 22 - SAFETY AND HEALTH Police only

Pursuant to advice and/or requirements of the City's Insurance Carrier the City will make provisions for the safety and health of City employees during work hours. Procedures, protective devices, safety wearing apparel, equipment and facilities will be provided by the City and shall comply with the requirements under applicable regulations or laws. Employees shall utilize such safety and health procedures, devices, apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

~~The City shall provide each employee with the following:~~

- ~~1. Sam Brown Belt~~
- ~~2. Duty Weapon~~
- ~~3. Holster, Duty Weapon~~
- ~~4. Handcuffs (2 pair, "Peerless")~~
- ~~5. Handcuff Cases (2)~~
- ~~6. Magazines (3)~~
- ~~7. Magazine Case~~
- ~~8. Baton~~
- ~~9. Baton holder~~
- ~~10. Aerosol Tear Gas~~
- ~~11. Gas Canister Holder~~
- ~~12. Flashlight (SL-20 Aluminum)~~
- ~~13. Flashlight Holder~~
- ~~14. Keepers (4)~~
- ~~15. Badge, Departmental~~
- ~~16. Hat Piece, Departmental~~
- ~~17. Ballistic Vest (Soft Body Armor of not less than Threat Level 111A or Better—  
To be replaced no later than every five years or sooner if deemed to be  
unsafe, worn or defective.)~~
- ~~18. Raincoat~~
- ~~19. Rain Pants~~
- ~~20. Hat Cover, Rain~~
- ~~21. Kevlar Helmet~~
- ~~22. CPR Mask w/bag~~
- ~~23. Duty Ammunition~~
- ~~24. Protective Nitrile Gloves~~

- 25. Stinger flashlight
- 26. Stinger holder
- 27. Electronic control device
- 28. Electronic control device holder
- 29. Baseball Cap

Recognizing that specific brands, models, and/or items may vary due to decisions by manufacturers, technological updates, availability, etc., the City shall provide each employee with the following items in accordance to the established and updated Department uniform and equipment specifications:

- 1. Duty belt and belt accessories:
  - a. Duty belt w/ brass buckle
  - b. (4) keepers
  - c. Holster for sidearm (Level II or above)
  - d. Magazine case (double)
  - e. Handcuff case (double or two single cases)
  - f. OC case
  - g. Flashlight case
  - h. Conducted Energy Device holster
  - i. Expandable baton holder
  - j. Straight baton ring
  - k. Protective glove pouch
  - l. Radio holder
- 2. Sidearm w/ 3 magazines and under barrel light
- 3. Patrol Rifle w/ 3 magazines and under barrel light (upon completion of POST certified course and qualification)
- 4. Handcuffs (2 pair)
- 5. OC
- 6. Flashlight
- 7. Conducted Energy Device
- 8. Expandable baton
- 9. Baton
- 10. Radio
- 11. Ballistic vest
- 12. Ballistic helmet
- 13. Leg restraints
- 14. Baseball cap
- 15. Duty/Raincoat
- 16. Rain pants
- 17. Badge
- 18. Hat badge

All the foregoing equipment is City owned and will be used and maintained as the City deems necessary. Items which become unserviceable as a result of normal use or through

no substantial fault of the employee shall be replaced by the City.

- A. With the Police Chief's approval, an employee may substitute privately owned equipment for City issued ~~equipment, and~~ equipment, or utilize ~~any~~ additional private safety equipment.
- B. Upon leaving City service an employee shall return ~~-all all the issued~~ equipment ~~in good working order excepting normal wear~~. The cost of damaged or missing equipment ~~shall~~ may be deducted from an employee's ~~termination~~ final check.
- C. Personal property are those items necessary during job-related activities. Items include, but are not limited to uniforms, eyewear, watches, and false teeth.
- ~~C.D.~~ The City ~~will~~ may reimburse an employee for the repair or replacement cost of approved personal property that is damaged, destroyed or lost in the line of duty not to exceed \$150.00 (one hundred fifty dollars) per ~~employee per year~~ occurrence. Replacement shall not include cash or coins, credit cards, or decorative jewelry.
- E. Personal property claims must have a police report or memo to the Chief of Police attached to the claim identifying loss or damage in the course of law enforcement action(s).

#### **ARTICLE 23 - NON-DISCRIMINATION**

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

#### **ARTICLE 24 - SAVINGS PROVISION**

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

#### **ARTICLE 25 - TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall remain in full force and effect from ~~October~~ July 1, 2019 through ~~September 30, 2017~~ June 30, 2021.

#### **ARTICLE 26 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING**

The parties acknowledge that during the negotiations which resulted in the MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understanding set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages,

hours, and terms and conditions of employment. Accordingly, all wages, hours and terms and conditions of employment shall remain in full force and effect for the term of this MOU, provided, however, that the parties may upon mutual agreement, renegotiate any part or provision of this MOU during its term. Any prior or existing MOU between the parties, past practices or conflicting rules and regulations regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Police Officers Association on the \_\_\_\_ day of \_\_\_\_\_, 2020~~6~~.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Association Representative Association Representative

Accepted for submittal to the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2020~~6~~.

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

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the \_\_\_\_ day of \_\_\_\_\_, 2020~~6~~.

ATTEST: \_\_\_\_\_  
~~Nanci G. Mills~~ Tracy Jensen, City Clerk  
~~Cecilia Aguiar Curry~~ Bill Biasi, Mayor



**RESOLUTION 2020-03**

**MEMORANDUM OF UNDERSTANDING  
CITY OF WINTERS  
PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**Effective  
July 1, 2019**

## INDEX

	<u>PAGE</u>
Article 1 - Recognition	3
Article 2 - Association and City Council Approval	3
Article 3 - Management Rights	3
Article 4 - Association Rights	4
Article 5 - Association Dues and Security	4
Article 6 - No Strike/No Lockout	6
Article 7 - Layoff Procedures	6
Article 8 - Base Wages and Steps, Benefits and Wage Plan Administration	7
Article 9 - Probation, New Classification, Reclassification Acting Appointment, and Promotion	11
Article 10 - Personnel Records	13
Article 11 - Hours of Work	13
Article 12 - Overtime	13
Article 13 - Sick Leave	13
Article 14 - Holidays	15
Article 15 - Vacations	15
Article 16 - Training and Schools	16
Article 17 - Time off to Employee Representatives	17
Article 18 - Workers Compensation Insurance	17
Article 19 - Leave of Absence	18
Article 20 - Discipline and Discharge	18
Article 21- Strike Team Assignments and Compensation	24
Article 22- Outside Employment	24
Article 23- Grievance Procedures	26
Article 24- Non-Discrimination	27
Article 25- Savings Provision	27
Article 26- Term of Memorandum of Understanding	27
Article 27- Conclusiveness of Memorandum of Understanding	28

**\*\*PREAMBLE\*\***

This Memorandum of Understanding (MOU) is entered into July 1, 2019 through June 30, 2021 between the City of Winters (hereinafter referred to as City) and the City of Winters Professional Firefighters Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

**ARTICLE 1 – RECOGNITION**

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

Firefighter  
Fire Engineer  
Fire Captain

This Memorandum of Understanding applies to regular employees hired to fill the positions listed above within the City of Winters Fire Department. This MOU does not apply to any volunteers who perform any services for the Fire Department in any capacity.

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

**ARTICLE 2 - ASSOCIATION AND CITY COUNCIL APPROVAL**

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

**ARTICLE 3 - MANAGEMENT RIGHTS**

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

- A. Manage the City and determine services to be provided.
- B. Determine the necessity and amount of overtime required, and seasonally establish, modify, or change work schedules.
- C. Direct the work force and hire, promote, demote, transfer, suspend, discipline, or discharge any employee and determine the administration of discipline.

- D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocations, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.
- E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.
- F. Determine processes, techniques, methods, and means of performing work and institute changes in procedures.
- G. Determine the size, character and use of inventories and accounting procedures.
- H. Determine the financial policy, including accounting procedures.
- I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.
- J. Determine how new employees are selected.
- K. Establish and judge quality and quantity standards.
- L. Determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms.
- M. Require employees, where necessary, to take in-service training courses during working hours.
- N. Take any necessary action to carry out City responsibilities in cases of an emergency.

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

#### **ARTICLE 4 - ASSOCIATION RIGHTS**

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

#### **ARTICLE 5 - ASSOCIATION DUES AND SECURITY**

- A. It is the intent of this Article to provide payroll deductions for Association members to be deducted from their warrants insofar as permitted by law. Following receipt of written certification from the Winters Professional Firefighters Association (WPFA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit to the Association WPFA dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts over 24 pay periods, and a check for the total deductions shall be submitted to the Winters Professional Firefighters Association, at the end of each pay period.
- B. The written certification from the Winters Professional Firefighters Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the WPFA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall promptly cease Association dues deductions from the employee's paycheck.
- C. An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.
- D. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.
- E. The Association shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to implementation and compliance with this Article.
- F. Pursuant to Government Code Sections 3555-3557, an Association representative shall receive not less than 10 days' notice, from the City, in advance of a new hire orientation for represented classifications, except in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. During the time the employee is scheduled for orientation in the

Personnel Office, a period of fifteen (15) minutes will be allowed to an Association representative to present information about joining the Association.

#### **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

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

#### **ARTICLE 7 - LAYOFF PROCEDURES**

In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date-of-hire with the exception of employees on initial probation.

- A. Employees shall be given at least forty-five (45) days notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.
- B. The order of layoff of employees shall be as follow: Temporary part-time employees; Probationary employees; Permanent employees. Part-time employees shall be laid off before full-time employees.
- C. No new employee shall be hired in the Firefighter, Engineer and Captain Classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff.
- D. Probationary employees may be rehired without regard to seniority order, only after regular employees have been rehired. Reinstatement must be exercised within twenty (20) workdays after the City deposits written notice from layoff in the United States mail addressed to the employee's last known address by Certified Mail – Return Receipt Requested.
- E. Employees who are in the laid off status must maintain all certification for the position they previously held to be considered eligible for rehire. The rehire list shall be maintained for a maximum of 24 months.

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

A. Base Wages and Merit Steps: The following schedule provides a wage range with five (5) merit steps also known as base wage steps.

**Monthly Salaries Effective first pay period in July 2019 – 5% COLA**

	Step A	Step B	Step C	Step D	Step E
Firefighter	5710	5995	6295	6610	6940
Fire Engineer	5954	6251	6564	6892	7237
Fire Captain	6721	7058	7410	7781	8170

**Monthly Salaries Effective first pay period in July 2020 – 2.5% COLA**

	Step A	Step B	Step C	Step D	Step E
Firefighter	5852	6145	6452	6775	7114
Fire Engineer	6102	6408	6728	7064	7418
Fire Captain	6889	7234	7596	7975	8374

Within the range, all step advancements will be considered on an employee's anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1) year in a particular step before being considered for further Step increases; however, the Fire Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date. The time required for step advancement shall be extended by any time spent on leave of absence pursuant to Article 19.

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

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

1. Uniform Allowance- Each employee in the Fire Department shall be eligible to receive new uniforms annually purchased by the City of Winters, and report to CalPERS in an amount not to exceed \$1000 annually. The City shall report

Uniform Allowance to the California Public Employees' Retirement System (CalPERS) monthly, or on a per pay period basis, and in accordance with the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA), and applicable regulations.

2. Bilingual Pay - An employee who routinely and consistently is required to communicate in both English and Spanish and is certified pursuant to department standards shall receive a bilingual pay incentive in the amount of two hundred dollars (\$200) per month.

3. Insurance -

(a) Cafeteria Allowance (Effective January 1, 2019). The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

Coverage Level	Monthly Allowance
Employee Only	\$1,200
Employee +1	\$1,700
Family	\$1,950

Any portion of the monthly allowance that is not allocated towards the purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2020 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser Permanente plan in the CalPERS "Region 1", (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance, but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.

Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the next pay period following ratification of this MOU to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount (Effective January 1, 2019). Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to \$1,200 in lieu of the Allowance. Employees may elect this option by

completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

(c) Miscellaneous. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Association.

4. Public Employees Retirement System (PERS) –

Employees shall join the PERS system as a condition of employment.

Tier One Retirement Formula

Safety Employees hired prior to January 1, 2013 will receive 2%@50 with a three Year average compensation formula.

Tier Two Retirement Formula

Safety Employees hired after January 1, 2013 will receive 2.7%@57 with a three Year average compensation formula.

5. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.
6. Education Incentive - An employee who provides evidence of having received a degree from a recognized college/university which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

CERTIFICATE/EDUCATION

WAGE INCREASE

AA/AS Degree

4% above base wage

BA/BS Degree

10% above base wage

Upon completion of a course, the City will reimburse up to \$1,000 per semester, per employee, toward continuing college education relevant to the needs of the job being performed. Employees must earn a "pass" in a pass/fail or a "C" or better grade to be eligible for reimbursement. Employees seeking to be reimbursed must receive approval from the Fire Chief prior to enrolling in the

course of study.

7. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the employee's full time hire date.
8. Jury Duty - Employees may be excused from the regular responsibilities of their position when called for jury duty. Employees called for jury duty shall notify the Fire Chief of the call. If, in the opinion of the City, the absence of the employee would result in undue disruption of work, the City may direct the employee to request an exemption from jury duty. An employee shall not suffer loss of pay or benefits while actually serving on jury duty. All court approved jury pay received by the employee shall be remitted to the City.
9. Deferred Compensation – An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city, the City will contribute up to \$500.00 annually. (Frozen at this time)
10. CALGOVEBA – For Safety Employees hired prior to July 1, 2019 The City will annually deposit \$2,500 in to an account for each employee with California Government Voluntary Employees' Beneficiary Association (CALGOVEBA) July 1<sup>st</sup> of each year.
11. The City shall pay the cost of Long-Term Disability Insurance and the cost of a \$50,000 Life Insurance Policy for each employee in this Association.

#### D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.
2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Wednesday.
3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based

on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor prior to the employee's anniversary date. At this time, consideration may be given for a merit step advance. The evaluation shall include the following elements:
  - a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee. However, an addendum by the superior officer may be attached with the acknowledgement of the employee.
  - b. A discussion between the supervisor and employee on the content of the performance evaluation.
  - c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is below standards, a step increase may not be granted. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

#### **ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION**

- A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.
  1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee.
  2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Fire Chief. The probationary period may be extended for any leave of absence granted.
  3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

- B. **New Classifications** - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.
- C. **Reclassification** - Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City.
- D. **Temporary Acting Appointments** - The City may temporarily appoint an employee to an acting capacity in a higher job classification. The employee shall receive \$200.00 (two hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.
  - 1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City and employee.
  - 2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.
- E. **Promotion** - The City may advance an employee to a job classification having a higher base wage range.
  - 1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.
  - 2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion.
  - 2. Nothing in this section shall be construed as limiting the City to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.
- F. **Acting Battalion Chief** - The Fire Chief may appoint an eligible Captain to fulfill the role of Battalion Chief on an on-call basis, where needed to ensure coverage. The Captain will receive the amount of \$50 per shift whenever assigned on-call duty as Battalion Chief. No additional compensation is provided (other than appropriate hourly compensation at the applicable hourly rate), in the event the Captain is called to report to an incident or otherwise report to duty.

**ARTICLE 10 - PERSONNEL RECORDS**

Personnel records, except payroll records, are confidential; however, certain personnel records may be released to the public in accordance to applicable law.

Access to personnel records shall be limited to the City Manager, Human Resources Manager and the Fire Chief or their designee in accordance to applicable law.

An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

#### **ARTICLE 11 - HOURS OF WORK**

A. Fire Suppression personnel shall work 48/96 schedule with a work period of 28 days under section 207k of the FLSA.

B. The normal workday for Fire Suppression shift personnel is twenty-four (24) hours and 8 hours for non-shift personnel

C. Fire Suppression personnel assigned to Fire Operations Shift shall work a fifty-six (56) hour work week on a 48/96 work schedule with shift changes made at 8:00 AM.

D. Duty Schedule & Rotation – Employees assigned to On Call Duty status will be on a 24-hour duty schedule on a weekly basis as scheduled by the Fire Chief.

E. Alternate 40 hours Work Schedule: Fire suppression personnel may be assigned to a 40-hour work week as determined by the needs of the department and the Fire Chief.

#### **ARTICLE 12 - OVERTIME**

The Professional Firefighters Association acknowledges the City's adoption of the FLSA 207K work period of 28 days creating and FLSA overtime threshold of 212 hours each 28 days. For eight (8) hours employees, the work period is seven (7) days/forty (40) hours.

#### **ARTICLE 13 - SICK LEAVE**

A. Employees shall accrue sick leave at the rate of 11.2 hours per month for each calendar month of service. Sick leave time shall accrue on a per pay period basis. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. There shall be no limit to the amount of sick leave accrued.

B. Sick leave granted by the City and used by an employee shall be deducted from the

employee's accrued sick leave balance.

- C. Employees shall not accrue sick leave when they are not in a City-paid leave status.
- D. After three (3) consecutive shifts, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.
- E. Bereavement Leave - Up to three (3) consecutive shifts may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the sixty-seven (67) hours Incentive Sick Leave Bonus but will be subtracted from accrued sick leave.
- F. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is:

$$\frac{\text{Accumulated Leave}}{2} \times \text{Base Hourly Wage} = \text{Sum Total of Payout}$$

- G. Employees having ten (10) years or more of service with the City, upon retirement may receive straight time pay for one third (1/3) of their accumulated sick leave hours, up to 320 hours.
- H. Upon request of an employee and upon approval of the City Manager, sick leave credits may be transferred from one or more employees to another employee due to a catastrophic illness, under the following conditions:
  - 1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,
  - 2. The receiving employee has exhausted all leave credits,
  - 3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.
- I. Sick Leave Incentive - An employee who has used sixty-seven (67) hours or less of sick leave in a one (1) year period from December 1 until November 30 shall receive one percent (1%) of their base yearly salary in a separate check payable to the employee during the first week of December of that year. New hires are eligible for a pro-rated incentive if hired by June 1 based on number of months worked (i.e. can't use more than 33 hours if only employed 6 months).

## ARTICLE 14 - HOLIDAYS

A. The City observes the following holidays:

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

Each unit member will receive a Holiday Differential as compensation for the holidays specified *above* on a bi-weekly basis regardless of whether or not the unit member is scheduled to work on a City observed holiday as part of their regular schedule. The differential will be based 6% (percent) of the member's straight time base payrate, paid in every pay period. Unit members shall not earn any additional holiday pay above and beyond this differential.

Every employee covered by this MOU shall receive one (1) floating holiday per year. Employees shall receive credit for one floating holiday on July 1. If an employee fails to take their floating holiday off, between July 1 and June 30, the employee will forfeit their floating holiday credit. This floating holiday has no cash value and may not be cashed at separation. Each floating holiday is equivalent to one work day (one 24-hour shift or one 8-hour shift) and cannot be broken up by hours.

## ARTICLE 15 – VACATIONS

A. Employees shall earn paid vacation leave on a pro rata basis each pay period during the month. Employees will earn vacation based upon length of government service years as full-time employees. Employees accrue the following amounts on a yearly basis, accrued on a pro rata basis each pay period.

<u>40-hour week employee</u>		<u>24-hour shift employee</u>	
0 – 3 years	96 hours	0 – 3 years	134 hours
4 – 6 years	120 hours	4 – 6 years	168 hours
7 – 9 years	136 hours	7 – 9 years	190 hours
10 – 12 years	160 hours	10 – 12 years	224 hours
13 – 16 years	176 hours	13 – 16 years	246 hours
17 – 22 years	200 hours	17 – 22 years	280 hours
23 + years	216 hours	23 + years	302 hours

- B. Vacations shall be scheduled by the employees with the approval of the Fire Chief, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.
- C. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.
- D. Employees granted an unpaid leave of absence or absent from duty when not authorized by the City shall not earn vacation leave.
- E. In the event that a holiday occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.
- F. With approval of the City Manager, employees may cash in up to 80 hours of their accrued vacation hours per year providing the employee takes at least one week off.
- G. An employee separated from City service shall be compensated for vacation hours on the books.
- H. All employees shall take at least two consecutive shifts away from the job each year, which can be a combination of vacation and a floating holiday.

#### **ARTICLE 16 - TRAINING SCHOOLS/FEEES**

- A. If, as a condition for continued employment, the City requires attendance at a school or training establishment and fees are charged, such fees shall be paid by the City.
- B. The City will make available a City vehicle to travel to and from training. If no City vehicles are available, and upon approval of the Fire Chief, the employee may drive their personal vehicle and be compensated mileage to and from the Fire Department to the training location according to the City's Travel Policy.

Employee's utilizing a City vehicle to travel from their residence to the training location will not be compensated time unless the training location is in excess of 50 miles from the Winters Fire Department.

If the employee opts to drive their personal vehicle from their residence to the training location in lieu of a City vehicle, mileage and travel time will not be compensated.

## **ARTICLE 17 - TIME OFF TO EMPLOYEE REPRESENTATIVES**

The City shall allow two (2) Association employees time off from normal duties without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. In no case shall any overtime be paid for such meeting and conferring.

## **ARTICLE 18 - WORKERS' COMPENSATION INSURANCE**

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

- A. Industrial Injuries and Accidents.
  - 1. Employees shall report any work-related injury or illness which requires medical treatment to the appropriate department supervisor as soon as physically possible. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.
  - 2. Employees shall report any work-related injury or illness which does not require medical treatment to the appropriate department supervisor as soon as possible, in any event by the end of the employee's shift during which the injury or illness occurred. Supervisors must complete, by law, an OSHA Form 301 incident report and turn it in to the Administrative Services Department.
- B. Accident Reporting. Employees shall report any accident which results in any injury or property damage to other parties to the appropriate department supervisor as soon as physically possible.
- C. Medical Treatment. Any employee suffering from any work-related injury or illness which requires emergency medical treatment shall immediately seek such treatment from a City designated physician or medical facility.
- D. Leave of Absence for Industrial Disability Qualification. An employee suffering a work-related injury or illness which disables that employee from the performance of regular job duties, may request a leave of absence for industrial disability. Such a request may be submitted in the form of a worker's compensation claim. Any dispute regarding such claim shall be resolved in the appropriate jurisdiction as defined by statute or policy.
- E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have

accumulated sick leave, vacation, and compensatory hours prorated to supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

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

## **ARTICLE 19 - LEAVE OF ABSENCE**

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick leave, industrial disability, holiday, or administrative leave.

- A. An employee who has successfully completed the original probationary period may request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Manager (Inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence). The City provides leaves of absence to eligible employees as required by law.
- B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.
- C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.
- D. An authorized leave of absence shall not be deemed a break in City service.
- E. As approved by the Fire Chief an employee may return to work prior to the expiration of a leave of absence.
- F. Military leave shall be granted in accordance with the provision of appropriate law. The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

## **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

No regular employee who has completed the applicable probationary period shall be disciplined or discharged without just cause. Any investigations of possible misconduct shall be conducted in accordance with the applicable provisions of the FBOR, including a grant of immunity where required as a condition of participation.

- A. Purpose.

1. To provide regular permanent Fire Department employees covered by the FBOR and who are subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California and State and Federal Law including California Government Code and the Firefighters Bill of Rights.
2. To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of major disciplinary action.

#### B. Definitions.

1. **Punitive Action:** Any action as defined in the FBOR that can lead to dismissal, demotion, suspension, reduction in pay, written reprimand, or transfer for purposes of punishment.

2. **Parties:** The affected employee, the appointing authority or other members of supervision and management.

3. **Response (Skelly) Meeting:** An informal meeting in which the employee has the opportunity to respond to proposed punitive action prior to implementation. (The response normally is to a person with authority to rescind the proposed actions.)

4. **Hearing:** A formal hearing held following an appeal of an employee of punitive action taken by the appointing authority.

5. **Notice:** Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.

6. **Service/Receipt of Notices/Orders.** The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits within this section.

7. **Day.** All days are calendar days unless otherwise specified.

#### C. Oral or Written Reprimands.

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

discharge.

2. **Removal of Reprimand.** A written reprimand shall remain in an employee's file for a period of three (3) years. A written reprimand may be withdrawn from an employee's official personnel file after two (2) years from the date of issuance by making a written request to the Fire Chief. Approval of removal will be based upon improved performance. A documented oral counseling shall remain in an employee's file until the next evaluation period.

**D. Time Limits**

1. Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing.

**E. Exclusive Procedure.**

1. This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees. This process does not apply to informal efforts, including oral counselings, taken to address performance issues.

2. The provisions of this disciplinary procedure shall supersede the procedures of the City ordinances or policies.

3. Punitive actions shall be subject to appeal only as outlined in this article.

**F. Notice of Proposed Punitive Action.**

1. The employee shall be given written notice of a proposed Punitive Action not less than five (5) days in advance of the date the action is proposed to be taken.

2. In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken (subject to the provisions of applicable law).

3. The notice shall contain:

a. The reasons for the proposed action, including the rule(s) or regulations(s) or ordinance(s) violated and a complete explanation of the reasons.

b. An explanation of the charges and the recommended action.

c. Notice that the employee is entitled to an opportunity to respond to the

charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the appointing authority (or his/her designee).

- d. The date and the time of the response meeting with the appointing authority (or the appointment authority's representative) during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management. The stated time and date herein may be moved to accommodate the employee's representative and agreed to by both parties.
- e. If the employee chooses not to participate in the response meeting and prefers to advance to appeal, he/she shall notify the appointing authority of his/her decision in writing. If no written response or request to advance to an appeal is received by the appointing authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to implement the proposed action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.
- f. Accompanying material. Copies of material on which the proposed discipline and recommendations are based shall accompany the notice.
- g. The employee may copy and inspect his/her personnel file.

#### G. Scheduling.

The date and time for the response meeting may be rescheduled for good cause upon mutual agreement of the parties. If a response meeting is rescheduled after the proposed date of the imposition of the disciplinary action, the appointing authority shall not take the proposed action until after full consideration of the information presented at the response meeting.

#### H. Response (Skelly) Meeting.

1. At the time and place set for the meeting giving the employee opportunity to respond, the employee may respond either orally and/or in writing, personally, or with a representative.
2. Neither the representative of the appointing authority nor the employee shall be entitled to call witnesses or take testimony.

3. At the meeting, the representative of the appointing authority may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his/her representative.
4. At the conclusion of the response meeting or within ten (10) days, the representative of the appointing authority shall issue an order, taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
  - a. An explanation of the basis for the action;
  - b. The charges upheld or not upheld;
  - c. The effective date(s) of the imposed discipline if any;
  - d. A list of items upon which action is based; and
  - e. Notice of the employee's right to appeal.

I. Appeal of Punitive Action.

1. If an employee has requested and participated in a response meeting with the Appointing Authority as set forth above regarding or notified the appointing authority of his/her desire to advance to appeal, the employee shall have the right to appeal the Appointing Authority's Punitive Action. Such appeal may include the severity of the penalty imposed.
2. Nothing in this subsection shall prohibit a firefighter from exercising his/her rights under applicable law and/or the Firefighter Bill of Rights.
3. Filing of an appeal shall not stay the effective date of the order of disciplinary action.
4. A written demand for an appeal and hearing must be served on the Appointing Authority by the employee or his/her representative within ten (10) days of receipt of the Appointing Authority's order affirming, reversing or modifying the proposed major disciplinary action.
5. The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to an appeal hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
6. The demand for hearing shall include:

The specific grounds for appeal; and copies of materials on which the appeal is

based.

7. Upon receipt of the written request for a hearing, the City shall schedule the matter for hearing consistent with the Administrative Procedures Act and the informal or formal hearing procedures listed below. The employee and Appointing Authority shall have the opportunity to present evidence and argument related to the Punitive Action.

8. Hearing Procedure:

a. Informal Hearing Procedure: The following informal hearing procedure shall be utilized for an appeal of a punitive action involving a written reprimand and a transfer for purposes of punishment (not involving a loss in pay). The Fire Chief or the Fire Chief's designee shall be the presiding officer. The hearing shall be conducted as a full evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, and cross examine opposing witnesses, the right to counsel, and findings to support the decision. The formal rules of evidence do not apply, although the Fire Chief or the Fire Chief's designee shall have discretion to exclude evidence which is incompetent, irrelevant, or cumulative, or the presentation of which will otherwise consume undue time. The hearing shall be tape recorded, with the cost borne equally by the parties. The firefighter may be presented by a representative of his or her choice, with all costs of such representation borne by the firefighter. The decision of the Fire Chief or the Fire Chief's designee shall be in writing and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by section 1094.6 of the Code of Civil Procedure.

b. Formal Hearing Procedure: The following formal hearing procedure shall be utilized for an appeal of a punitive action involving a dismissal, demotion, suspension, and reduction in salary. The City shall obtain a hearing officer who is an administrative law judge on staff of the State Office of Administrative Hearings (referred to here as the ALJ). The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence, and determine and rule on all matters of law, both procedural and substantive. In conducting the appeal hearing, the ALJ shall follow the provisions set forth in section 11513 of the California Government Code. In all respects, the conduct of the hearing will be conducted in compliance with the California Administrative Procedures Act. The ALJ, within fifteen (15) calendar days of the conclusion of the hearing (and submission of briefs, if any), render a proposed written decision and/or order and shall submit it to the City Manager. Within 60 days of receiving the ALJ's proposed decision, the City Manager may take any of the following actions:

- (1) Adopt the proposed decision in its entirety;
- (2) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision;
- (3) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to

- a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision;
- (4) Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she shall prepare a revised proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished, and the decision shall be served to each party and his or her attorney.
  - (5) Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Manager may decide the case upon the record without including the transcript.

10. The City Manager's decision will be reduced to writing and shall be final and binding on the parties. The City Manager's written decision shall be served on the parties in accordance with Code of Civil Procedure 1094.6 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

#### **ARTICLE 21 – STRIKE TEAM ASSIGNMENTS AND COMPENSATION**

Employees assigned to an engine or a strike team within the State Mutual Aid or Officer of Emergency Services Mutual Aid system shall receive full salary as if he/she is at work at the station. The remaining personnel shall be required to pick up the On-Call Duty Schedule while the emergency exists.

#### **ARTICLE 22 - OUTSIDE EMPLOYMENT**

- (A) The intention, construction and application of this Section shall be to provide guidelines for employees who wish to secure outside employment so that such outside employment does not create the appearance and/or existence of a conflict of interest and/or incompatible activities involving an employee's obligations and responsibilities to the City. Each situation will be determined based upon all factors relevant to that particular situation.
- (B) Outside employment is defined as any paid employment performed by an employee in addition to his/her job with the City.
- (C) An employee contemplating outside employment shall notify the Fire Chief in writing in advance of commencing such employment. Any employee currently holding outside employment shall so notify the appointing authority. Any new hire shall disclose any outside employment. The notification shall contain the name of the employer (or statement of self-employment), the hours worked, and the nature and duration of employment.

The Fire Chief shall evaluate the outside employment and either approve or disapprove. The Fire Chief shall disapprove outside employment if the employment creates an actual or perceived conflict of interest with the employee's assigned duties. The Fire Chief can provide a conditional approval, setting forth the circumstances under which the approval is provided. If outside employment is disapproved or if the conditions are subsequently not satisfied, the employee shall cease outside employment and shall provide supporting written confirmation.

(D) In considering outside employment, the Fire Chief shall consider all relevant factors, including but not necessarily limited to the following:

- (1) Whether such employment would interfere with or be inimitable to the efficient performance of the employee's duties with this City.
  - (2) Whether such employment would involve a conflict of interest or conflict with the employee's duties with the City.
  - (3) Whether such employment would involve the performance of duties that the employee could or should perform as part of his/her employment with the City.
  - (4) Whether such employment would occur during the employee's regular or assigned working hours.
  - (5) Whether such employment would interfere with satisfactory service because of time away from the job or cause physical or mental fatigue, which impairs regular service.
  - (6) Whether such employment would be compatible with the proper discharge of City duties and shall not tend to impair judgment or action in the performance of such duties.
- (E) An employee shall not utilize in such employment any City tools, equipment, computer or technological equipment, manuals, or other materials, nor shall the employee utilize any documents, reports or other information obtained in the course of his/her employment with the City or otherwise using City tools, equipment, manuals or other materials, which are not made available by the City to the general public upon request
- (F) The outside employment of full-time personnel whose duties are not readily confined to a standard workday and/or workweek may necessarily be restricted. Because of the nature of job duties, flexibility of hours and potential for conflict of interest, certain employees may be restricted from accepting outside employment.

- (G) Any employee approved to engage in outside employment shall not perform any work for such outside employment during working hours for the City.
- (H) Employees not following the above provisions are subject to disciplinary action including, but not limited to, written reprimand, suspension without pay, and termination of employment.

## **ARTICLE 23 - GRIEVANCE PROCEDURES**

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

- A. Informal Grievance Procedure - The first attempt to settle a grievance will be through discussion with the immediate supervisor. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the Fire Chief within fifteen (15) calendar days after receiving a decision from the immediate supervisor.

If grievance involves supervisors, employee can discuss the matter with the Chief.

- B. Formal Grievance Procedure - An employee filing a formal appeal shall do so in accordance with the following:
  - 1. First Level of Review - The appeal shall be presented in writing to the Fire Chief who shall render a decision in writing within fifteen (15) work days after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) work days after receiving a decision, or non-decision from the Fire Chief, the appeal shall be deemed to have been abandoned and terminated.
  - 2. City Manager Review - The City Manager or a designated representative shall discuss the grievance with the employee and other persons as may be needed. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) work days. If the employee does not agree with the decision, the employee shall have the right to file a formal appeal in writing to the City Council within fifteen (15) work days after receiving a decision or non-decision from the City Manager.
- C. Appeal to the City Council - On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or hearing body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the hearing. Unless incapacitated, the employee making an appeal shall appear

personally at the hearing before the City Council or appointed hearing officer or body.

Upon concluding any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify same. Such findings shall be

countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

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

**D. Conduct of Grievance Procedure.**

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.
2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.
3. The employee shall be assured freedom from reprisal for using the grievance procedures.

**ARTICLE 24 - NON-DISCRIMINATION**

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

**ARTICLE 25 - SAVINGS PROVISION**

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE 26 - TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall remain in full force and effect from July 1, 2019 through June 30, 2021 and from year to year thereafter unless one party serves notice on the other.

**ARTICLE 27 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING**

The parties acknowledge that during the negotiations which resulted in the MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understanding set forth in this MOU constitute the complete and total contract between the City and the Association with respect to wages, hours, and terms and conditions of employment. Accordingly, all wages, hours and terms and conditions of employment shall remain in full force and effect for the term of this MOU, provided, however, that the parties may upon mutual agreement, renegotiate any part or provision of this MOU during its term. Any prior or existing MOU between the parties, past practices or conflicting rules and regulations regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the City of Winters Professional Firefighters Association on the \_\_\_\_ day of \_\_\_\_\_, 2020.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Association Representative Association Representative

Accepted for submittal to the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST: \_\_\_\_\_  
Tracy Jensen, City Clerk

**Resolution 2020-04**  
**City of Winters**  
**Effective July 1, 2019**

<u>BENEFIT UNIT &amp; POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>		
MM	Accountant	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MI	Administrative Assistant (v)	\$3,938	\$4,135	\$4,341	\$4,558	\$4,786	\$47,252	\$57,435
MM	Administrative Coordinator - Police Dept.	\$6,926	\$7,272	\$7,636	\$8,018	\$8,419	\$83,114	\$101,025
MM	Assistant Planner (v)	\$5,956	\$6,254	\$6,566	\$6,895	\$7,239	\$71,469	\$86,871
M	Buiding Official	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437
F	Captain - Fire	\$6,721	\$7,058	\$7,410	\$7,781	\$8,170	\$80,657	\$98,040
E	City Council					\$180	\$2,160	\$2,160
E	Mayor					\$180	\$2,160	\$2,160
CON	City Manager					\$12,824	\$153,884	\$153,884
P	Community Services Officer I	\$3,267	\$3,431	\$3,602	\$3,782	\$3,972	\$39,209	\$47,659
P	Community Services Officer II	\$4,003	\$4,203	\$4,413	\$4,634	\$4,865	\$48,031	\$58,382
P	Corporal	\$5,602	\$5,882	\$6,176	\$6,485	\$6,809	\$67,219	\$81,705
DH	Director of Administrative Services (v)	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
DH	Director of Community Development (v)	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
DH	Director of Financial Management	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
M	Environmental Services Manager	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437
MI	Executive Asst. to City Manager (v)	\$3,840	\$4,032	\$4,234	\$4,445	\$4,668	\$46,081	\$56,012
F	Engineer - Fire (v)	\$5,954	\$6,251	\$6,564	\$6,892	\$7,237	\$71,444	\$86,840
MM	Facilities Manager- Field	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
MM	Facilities Manager- Sewer	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
MM	Facilities Manager-Water	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
DH	Fire Chief	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
F	Firefighter	\$5,710	\$5,995	\$6,295	\$6,610	\$6,940	\$68,517	\$83,283
MM	Grant Writer (v)	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
DH	Housing Manager	\$8,877	\$9,321	\$9,787	\$10,277	\$10,791	\$106,529	\$129,487
C	Human Resource Manager	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437

**City of Winters**  
**Effective July 1, 2019**

**BENEFIT UNIT & POSITION**

		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		A	B	C	D	E		
<b>P</b>	<b>Lieutenant (v)</b>	\$7,099	\$7,454	\$7,827	\$8,218	\$8,629	\$85,188	\$103,546
MI	Maintenance Worker - I	\$2,720	\$2,856	\$2,999	\$3,149	\$3,306	\$32,642	\$39,677
MI	Maintenance Worker - II	\$3,597	\$3,777	\$3,966	\$4,164	\$4,372	\$43,167	\$52,469
MI	Maintenance Worker - III - Senior	\$4,371	\$4,590	\$4,819	\$5,060	\$5,313	\$52,457	\$63,761
MI	Maintenance Worker - IV - Field Sup	\$5,317	\$5,583	\$5,862	\$6,155	\$6,463	\$63,808	\$77,559
MM	Management Analyst - Administration (v)	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MM	Management Analyst - Community Dev	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MM	Management Analyst - Building	\$4,774	\$5,013	\$5,264	\$5,527	\$5,803	\$57,292	\$69,639
MI	Permit Technician (v)	\$3,592	\$3,772	\$3,960	\$4,158	\$4,366	\$43,103	\$52,392
DH	Police Chief	\$9,437	\$9,909	\$10,405	\$10,925	\$11,471	\$113,249	\$137,655
<b>P</b>	<b>Police Officer</b>	<b>\$5,389</b>	<b>\$5,659</b>	<b>\$5,942</b>	<b>\$6,239</b>	<b>\$6,551</b>	<b>\$64,674</b>	<b>\$78,611</b>
M	Public Works Superintendent	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370	\$82,630	\$100,437
C	Records and Information Manager	\$6,368	\$6,687	\$7,021	\$7,372	\$7,741	\$76,420	\$92,889
MI	Records Clerk I	\$2,798	\$2,937	\$3,084	\$3,239	\$3,400	\$33,571	\$40,806
MI	Records Clerk II	\$3,074	\$3,228	\$3,390	\$3,559	\$3,737	\$36,893	\$44,843
MI	Recreation Coordinator (v)	\$2,801	\$2,941	\$3,088	\$3,242	\$3,404	\$33,609	\$40,852
<b>S</b>	<b>Sergeant</b>	<b>\$6,303</b>	<b>\$6,618</b>	<b>\$6,949</b>	<b>\$7,296</b>	<b>\$7,661</b>	<b>\$75,631</b>	<b>\$91,929</b>

**City of Winters**  
**Effective July 1, 2019**

**TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES**

		<u>Hourly Rate/Range</u>
PT	Accountant	27.54-33.48
PT	Accounting Technician	21.81-26.51
PT	Administrative Assistant	22.72-27.61
PT	Administrative Coordinator - Police Dept.	39.96-48.57
PT	After School Program and Grant Manager	33.00-38.00
PT	After School Instructional Aide	12.00-17.00
PT	After School Site Coordinator	18.00-25.00
PT	After School Teacher - Certified	33.00-38.00
PT	Assistant Planner	34.36-41.77
PT	Building Inspector	31.50-42.00
PT	Captain - Fire	27.70-33.67
PT	Cashier	12.08-13.65
PT	Community Center Attendant	12.08-16.80
PT	Community Service Officer Records	18.84-28.06
PT	Executive Asst. to City Manager	22.15-26.93
PT	Engineer - Fire	24.54-29.82
PT	Facilities Manager	36.74-44.66
PT	Firefighter	23.53-28.60
PT	Grant Writer	27.54-33.48
PT	Human Resource Manager	39.73-48.29
PT	Intern	12.08-36.75
PT	Lieutenant	40.95-49.78

**City of Winters**  
**Effective July 1, 2019**

**TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES**

Hourly Rate/Range

PT	Lifeguard	12.25-15.25
PT	Maintenance Worker I	15.69-19.08
PT	Maintenance Worker II	20.75-25.23
PT	Maintenance Worker III	25.22-30.65
PT	Maintenance Worker IV	30.68-37.29
PT	Management Analyst	27.54-33.48
PT	Permit Technician	20.72-25.19
PT	Police Corporal	32.30-39.28
PT	Police Officer	31.09-37.79
PT	Pool Manager	18.75
PT	Project Management	12.00-35.00
PT	Records and Information Manager	36.74-44.66
PT	Records Clerk I	16.14-19.62
PT	Records Clerk II	17.74-21.56
PT	Recreation Leader	12.25-15.25
PT	Recreation Coordinator	16.16-19.64
PT	Seasonal Firefighter	18
PT	Sergeant	36.35-44.19
PT	Supervising Lifeguard	16.25
PT	Swim Team Coach	12.00-20.00

## City of Winters Effective July 1, 2019

Key to Benefit Codes

C = Confidential

CON = Contract

DH = Department Head

F = Fire

E = Elected

M = Manager

MM = Mid Manager

MI = Miscellaneous

P = Police

PT = Part Time

S = Sergeants

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%

Employee pays Employees Share of Safety Member Contribution of 9%

Modified July 1, 2019

PEPRA Employees pay Employee Share of PERS Miscellaneous Contribution of 6.25%

PEPRA Employees pay Employees Share of Safety Member Contribution of 12%

Resolution 2020-04  
**City of Winters**  
**Effective July 1, 2020**

<u>BENEFIT UNIT &amp; POSITION</u>		<u>MONTHLY SALARY STES</u>					<u>ANNUAL SALARY</u>	
		A	B	C	D	E		
MM	Accountant	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MI	Administrative Assistant (v)	\$4,036	\$4,238	\$4,450	\$4,672	\$4,906	\$48,433	\$58,871
MM	Administrative Coordinator - Police Dept.	\$7,099	\$7,454	\$7,827	\$8,218	\$8,629	\$85,191	\$103,551
MM	Assistant Planner (v)	\$6,105	\$6,410	\$6,730	\$7,067	\$7,420	\$73,256	\$89,043
M	Building Official	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948
F	Captain - Fire	\$6,889	\$7,234	\$7,596	\$7,975	\$8,374	\$82,674	\$100,491
E	City Council					\$180	\$2,160	\$2,160
E	Mayor					\$180	\$2,160	\$2,160
CON	City Manager					\$13,144	\$157,731	\$157,731
P	Community Services Officer I	\$3,349	\$3,516	\$3,692	\$3,877	\$4,070	\$40,184	\$48,844
P	Community Services Officer II	\$4,103	\$4,308	\$4,524	\$4,750	\$4,987	\$49,237	\$59,848
DH	Director of Administrative Services (v)	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
DH	Director of Community Development (v)	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
DH	Director of Financial Management	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
M	Environmental Services Manager	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948
MI	Executive Asst. to City Manager (v)	\$3,936	\$4,133	\$4,340	\$4,556	\$4,784	\$47,233	\$57,412
F	Engineer - Fire (v)	\$6,102	\$6,408	\$6,728	\$7,064	\$7,418	\$73,230	\$89,011
MM	Facilities Manager- Field	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
MM	Facilities Manager- Sewer	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
MM	Facilities Manager-Water	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
DH	Fire Chief	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
F	Firefighter	\$5,852	\$6,145	\$6,452	\$6,775	\$7,114	\$70,230	\$85,365
MM	Grant Writer (v)	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
DH	Housing Manager	\$9,099	\$9,554	\$10,032	\$10,534	\$11,060	\$109,193	\$132,724
C	Human Resource Manager	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948

**City of Winters**  
**Effective July 1, 2020**

**BENEFIT UNIT & POSITION**

		<b><u>MONTHLY SALARY STES</u></b>					<b><u>ANNUAL SALARY</u></b>	
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>		
<b>P</b>	<b>Lieutenant (v)</b>	\$7,276	\$7,640	\$8,022	\$8,423	\$8,845	\$87,318	\$106,135
MI	Maintenance Worker - I	\$2,788	\$2,928	\$3,074	\$3,228	\$3,389	\$33,458	\$40,669
MI	Maintenance Worker - II	\$3,687	\$3,872	\$4,065	\$4,268	\$4,482	\$44,246	\$53,781
MI	Maintenance Worker - III - Senior	\$4,481	\$4,705	\$4,940	\$5,187	\$5,446	\$53,768	\$65,355
MI	Maintenance Worker - IV - Field Sup	\$5,450	\$5,723	\$6,009	\$6,309	\$6,625	\$65,403	\$79,498
MM	Management Analyst - Administration (v)	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MM	Management Analyst - Community Dev	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MM	Management Analyst - Building	\$4,894	\$5,138	\$5,395	\$5,665	\$5,948	\$58,725	\$71,380
MI	Permit Technician (v)	\$3,682	\$3,866	\$4,059	\$4,262	\$4,475	\$44,181	\$53,702
DH	Police Chief	\$9,673	\$10,157	\$10,665	\$11,198	\$11,758	\$116,080	\$141,096
<b>P</b>	<b>Police Officer</b>	<b>\$5,524</b>	<b>\$5,800</b>	<b>\$6,090</b>	<b>\$6,394</b>	<b>\$6,714</b>	<b>\$66,285</b>	<b>\$80,569</b>
M	Public Works Superintendent	\$7,058	\$7,411	\$7,781	\$8,170	\$8,579	\$84,696	\$102,948
C	Records and Information Manager	\$6,528	\$6,854	\$7,197	\$7,556	\$7,934	\$78,330	\$95,211
MI	Records Clerk I	\$2,868	\$3,011	\$3,161	\$3,320	\$3,486	\$34,410	\$41,826
MI	Records Clerk II	\$3,151	\$3,309	\$3,474	\$3,648	\$3,830	\$37,815	\$45,964
MI	Recreation Coordinator (v)	\$2,871	\$3,014	\$3,165	\$3,323	\$3,489	\$34,450	\$41,874
<b>S</b>	<b>Sergeant</b>	<b>\$6,461</b>	<b>\$6,784</b>	<b>\$7,123</b>	<b>\$7,479</b>	<b>\$7,853</b>	<b>\$77,527</b>	<b>\$94,234</b>

**City of Winters**  
**Effective January 1, 2020**

**TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES**

		<u>Hourly Rate/Range</u>
PT	Accountant	28.23-34.31
PT	Accounting Technician	22.36-27.17
PT	Administrative Assistant	23.29-28.30
PT	Administrative Coordinator - Police Dept.	40.96-49.78
PT	After School Program and Grant Manager	33.00-38.00
PT	After School Instructional Aide	13.00-17.00
PT	After School Site Coordinator	18.00-25.00
PT	After School Teacher - Certified	33.00-38.00
PT	Assistant Planner	35.22-42.80
PT	Building Inspector	32.28-43.05
PT	Captain - Fire	28.39-34.51
PT	Cashier	13.00-14.00
PT	Community Center Attendant	13.00-17.00
PT	Community Service Officer Records	19.311-28.76
PT	Executive Asst. to City Manager	22.71-27.60
PT	Engineer - Fire	25.15-30.56
PT	Facilities Manager	37.66-45.77
PT	Firefighter	24.11-29.31
PT	Grant Writer	28.23-34.31
PT	Human Resource Manager	40.72-49.49
PT	Intern	13.00-37.66
PT	Lieutenant	41.97-51.02

**City of Winters**  
**Effective January 1, 2020**

**TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES**

Hourly Rate/Range

PT	Lifeguard	13.25-15.75
PT	Maintenance Worker I	16.09-19.55
PT	Maintenance Worker II	21.27-25.85
PT	Maintenance Worker III	25.85-31.42
PT	Maintenance Worker IV	31.44-38.22
PT	Management Analyst	28.23-34.31
PT	Permit Technician	21.24-25.81
PT	Police Officer	31.87-38.73
PT	Pool Manager	18.75
PT	Project Management	13.00-35.00
PT	Records and Information Manager	37.66-45.77
PT	Records Clerk I	16.54-21.10
PT	Records Clerk II	18.18-22.09
PT	Recreation Leader	13.25-15.75
PT	Recreation Coordinator	16.56-21.13
PT	Seasonal Firefighter	18
PT	Sergeant	37.26-45.29
PT	Supervising Lifeguard	16.75
PT	Swim Team Coach	13.00-20.00

**City of Winters**  
**Effective January 1, 2020**

Key to Benefit Codes

C = Confidential  
CON = Contract  
DH = Department Head  
F = Fire  
E = Elected  
M = Manager

MM = Mid Manager  
MI = Miscellaneous  
P = Police  
PT = Part Time  
S = Sergeants

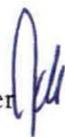
(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%  
Employee pays Employees Share of Safety Member Contribution of 9%  
Modified July 1, 2019

PEPRA Employees pay Employee Share of PERS Miscellaneous Contribution of 6.25%  
PEPRA Employees pay Employees Share of Safety Member Contribution of 12%



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: January 21, 2020  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Shelly A. Gunby, Director of Financial Management   
SUBJECT: Agreement with Hansford Economic Consulting, LLC for Drainage Fee Update and ADU Development Impact Fee Proposal

---

**RECOMMENDATION:**

Staff recommends that the City Council approve the attached agreement with Hansford Economic Consulting LLC for Drainage Fee Update and ADU Impact Fee Proposal and authorize the City Manager to execute the consultant services agreement for the services.

**BACKGROUND:**

The City of Winters has undertaken an update to the Drainage Master Plan for the Flood Area in relationship to new developments throughout the City. With the update to the Drainage Master Plan, a Nexus study and cost allocation plan must be performed in order to properly allocate the costs to the various developments and set fees for the implementation of the projects in the Drainage Master Plan.

Additionally, there has been State Legislation that impacts the level of impact fees that can be charged on Accessory Dwelling Units (ADUS) as well as other legislation that impacts the issue of ADU's within local agencies. The City of Winters has asked Hansford Economic Consulting LLC to review the AB1600 Fee for ADU's adopted in November of 2018 for projects submitting applications on or after January 1, 2019, and to propose changes that might be, or should be, implemented to the AB1600 Fee related to ADU's as a part of this engagement in order to be sure that the City of Winters is adhering to applicable State Legislation.

**FISCAL IMPACT:**

\$13,830 to be funded from the Storm Drain Impact Fee Fund  
\$4,670 to be funded from General Impact Fee Fund

**ATTACHEMENTS:**

Consultant Services Agreement

Hansford Economic Consulting LLC Proposal dated 12/27/19.



**CONSULTANT SERVICES AGREEMENT**  
**AGREEMENT No. \_\_\_\_\_**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("the CITY") and Hansford Economic Consulting, LLC (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated **December 27, 2019**. Consultant shall provide said services at the time, place, and in the manner specified by the City of Winters and Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed **Eighteen thousand five hundred dollars (\$18,500)**, without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

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

CONSULTANT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Tracy Jensen, CITY CLERK

**Exhibit "A" Provided by Consultant**



**Exhibit "B" Provided by Consultant**

## EXHIBIT "C"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City's City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest

in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

**HANSFORD**  
ECONOMIC CONSULTING LLC

PO Box 10384 Phone: 530-412-3676  
Truckee, CA 96162 Email: catherine@hansfordecon.com

December 27, 2019

Ms. Shelly Gunby  
Director of Financial Management  
City of Winters  
318 First Street  
Winters, CA 95694

Subject: Drainage Fee Update and ADU Development Impact Fees Proposal

Dear Ms. Gunby:

Thank you for the opportunity to submit a proposal to update the City of Winters (City) Drainage Fee Study, and additionally review accessory dwelling unit (ADU) development impact fees.

Hansford Economic Consulting LLC (HEC) has conducted impact fee studies for many northern California cities, counties, and special districts. HEC is currently updating development impact fees for the City of Williams and Sierra County Fire Protection District, and assisted the City with updating its development impact fees in 2018. In addition, in 2017 and 2018, HEC worked with the Mountain Housing Council on development impact fee structures to encourage increased production of affordable housing in the Truckee-Tahoe region. HEC brings the skill sets for successful execution of the Drainage Fee Study and ADU Development Impact Fee Analysis in a straightforward manner. Our qualifications are provided in **Exhibit A**.

### **Proposed Scope of Services**

#### **Task 1: Drainage Impact Fee Review and Data Gathering**

This impact fee study is an update of a 2005 Drainage Fee Nexus Study. Wood Rodgers is the engineering firm that prepared the drainage master plan and cost allocation plan at that time, and Wood Rodgers updated these documents for the City in 2019.

Under this task, HEC will review the documents prepared by Wood Rodgers and review the projections of growth for each fee zone with City staff. Land use categories will be updated to be consistent with the land use categories of other City development impact fees. As with the 2005 Drainage Fee Study and the 2018 City development impact fees study, there may be some adjustments to the General Plan projected growth.

HEC will summarize the need for additional drainage infrastructure, associated costs, and timing of expenditures. If financing is anticipated to be necessary for any new infrastructure, financing costs will be added in the calculation of the drainage impact fees. This task also

includes gathering of any other data needed in support of the fee calculation and ADU development impact fee analysis.

### **Task 2: Updated Drainage Fee Calculations**

HEC will update the drainage fees using the project and cost information in the updated Drainage Master Plan and the Cost Allocation Plan (which determines cost by fee zone, of which there are currently seven) developed by Wood Rodgers. The updated drainage fees will be calculated by land use based on run-off coefficients. HEC recommends that the fee continue to be charged on a per acre basis; however, fee collection methodology will be discussed with City staff.

Consistent with the current drainage impact fees and the other City development impact fees, a 3% administration cost will be added to the drainage fees. The calculated maximum justifiable drainage impact fees by zone will include the cost of both the capital facilities and administration.

### **Task 3: Prepare Drainage Fee Nexus Study**

A Nexus Study must be prepared pursuant to Government Code 66000 *et seq*, that documents the findings necessary to establish the drainage impact fees. The Nexus Study report will provide the legal and financial basis required to adopt the fees needed to fund the identified facilities contained in the updated Drainage Fee Study prepared by Wood Rodgers. The report findings will satisfy the following requirements in a clear and concise manner:

- Identify the purpose of the fee;
- Identify how the fee is to be used;
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed;
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed;
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

In addition to presenting the Nexus findings in compliance with Assembly Bill (AB) 1600 and Government Code 66000 *et seq*, the Nexus Study will serve as the key document used for explaining and documenting the assumptions made in determining the proposed fee level. Before issuing a public review draft, an administrative draft will be submitted electronically for review.

HEC will present the Drainage Fee Study as well as the findings from Task 4 at up to two public meetings. This task includes preparation of a PowerPoint to present the findings.

**Task 4: Recommendations for ADU Development Impact Fees**

HEC will review the City’s development impact fees as they apply to ADUs. In 2018, most of the City’s development impact fee schedules were updated to include a land use category for ADUs. The State is funding locally-developed plans to promote affordable housing as part of the Building Homes and Jobs Act. The City would like to review the development impact fees in light of development of their plan.

HEC will develop recommendations for ADU development impact fees to encourage the production of affordable housing. Recommendations will be presented in technical memorandum format.

**Budget and Schedule**

The estimated budget for the scope of services described of \$18,500 is based on HEC’s 2020 hourly billing rates as follows: Principal \$175 per hour, Analyst \$125 per hour, and clerical/administrative work \$80 per hour. These rates will be held for the duration of the work. No direct expenses will be incurred. If additional work is requested that is beyond the original scope of services, or if work efforts are greater than anticipated in development of the budget, HEC will request authorization for additional budget. The estimated cost by task is shown in the table below.

<b>Task</b>	<i>Hourly Billing Rates</i>	<b>Hansford \$175</b>	<b>Analyst \$125</b>	<b>Clerical \$80</b>	<b>Total Estimate</b>
<b>Task 1</b> Review & Data Gathering		10	0	5	\$2,150
<b>Task 2</b> Updated Drainage Fee Calculations		30	0	0	\$5,250
<b>Task 3</b> Prepare & Present Nexus Study		20	12	6	\$5,480
<b>Task 4</b> ADU Fee Recommendations		22	4	4	\$4,670
Contingency (5%) & Rounding					\$950
<b>Total Estimated Cost</b>		<b>82</b>	<b>16</b>	<b>15</b>	<b>\$18,500</b>

[1] Consultant reserves the right to move budget between tasks as necessary to complete the scope of services up to the authorized budget amount.

HEC will work to a schedule as needed by the City. Typically, a draft report with the fee calculations and findings takes six to eight weeks to prepare.

We look forward to having the opportunity to discuss our proposal further. You can reach Catherine at (530) 412-3676 or catherine@hansfordecon.com with any questions about this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Hansford". The signature is written in a cursive, somewhat stylized font.

Catherine R. Hansford, Principal  
HANSFORD ECONOMIC CONSULTING LLC

**EXHIBIT A**  
**HEC QUALIFICATIONS AND EXPERIENCE**

Utility Rate Studies • Municipal Finance • Water Resources Planning • Economic Analysis

Catherine is a practitioner of financial, economic, and resource sciences. As a professional for more than 20 years, Catherine has built a reputation for creative problem solving, excellent speaking skills and written products. Catherine combines her powerful analytical skills with the invaluable ability to take complex topics, distill them into key components, and deliver relevant information in a clear and concise manner. She is particularly sensitive to the public process required to address most municipal finance issues; her presentations are crafted so that public finance decisions are understood, even if constituents do not favor them.

**“Catherine is a rare combination of powerful analytical skills with an extraordinary ability to assess the big picture.”**  
Lori Williams, TMWA,  
Former General  
Manager

**EXPERIENCE**

Catherine has worked in both the public and private sectors over the course of her career. In the public sector, Catherine worked as a senior planner for the Truckee Meadows Water Authority (TMWA), performing management analyst functions such as cost-benefit analysis, managing interlocal agreements, performing rate and fee studies, and working with stakeholders. Catherine served as liaison/chair between TMWA and various customer groups. These included a Rate Making Review Committee and Landscape Subcommittee. Catherine served as the Chair of the Advisory Committee on Conservation for the Washoe County Regional Water Planning Commission from 2003 through 2005.

In the private sector, Catherine worked for Economic and Planning Systems (Sacramento office) helping clients with municipal bond sales, financing plans, special district formation, user fee studies, fiscal studies, and nexus fee studies. At ECO:LOGIC Engineering (now Stantec), Catherine specialized in water utilities public financing. Since 2005 Catherine has been the owner and principal of HEC, engaging in municipal planning and finance issues, primarily in the water industry.

**EDUCATION**

Master of Science, Agricultural Economics, University of Nevada, Reno  
Bachelor of Science, Rural and Environmental Economics, University of Newcastle-upon-Tyne, UK

**CAREER**

Hansford Economic Consulting	Principal	Truckee, CA
ECO:LOGIC Engineering	Senior Economist	Rocklin, CA
Truckee Meadows Water Authority	Senior Water Planner	Reno, NV
Economic and Planning Systems	Senior Associate	Sacramento, CA

**PRESENTATIONS**

1. Utility Financial Planning: Facility Funding Options, What a Fee Study is, and Different Types of Fees, *3-Hour Videoconference class for the Nevada Rural Water Association, May 31 2019*
2. Stormwater Rate Calculation, *September 2018 Tri-State Seminar, Las Vegas*
3. Western US Water Issues, *March 2018 Women In Economics, University of Nevada Reno*
4. Funding for Flood Facilities, *September 2017 Nevada Water Resources Association Fall Event*
5. Financial Management: Understand your Cost Structure, Customer Cost-Share Responsibilities and Funding Options, *3-Hour Videoconference class for the Nevada Rural Water Association, November 2013 and March 2017*
6. Successful Strategic Planning Starts with Understanding Your Financial Position and Engaging A Wide Range of Stakeholders, *March 2014 Nevada Rural Water Association Conference*
7. The Cost of Rectifying Over-Appropriation of Groundwater in Diamond Valley, *February 2014 Nevada Water Resources Association Conference*
8. Rate Setting Fundamentals: Math or Art? *February 2013 Nevada Rural Water Association Conference*
9. A Misunderstood Relationship: Economic Vitality and Environmental Improvement in the Tahoe Basin, *May 2012 Tahoe Science Conference*
10. What is a Reasonable Water Rate? *February 2011 Nevada Water Resources Association Conference*
11. Finding Funding for Energy Efficiency Projects, *April 2010 California Rural Water Association Conference*
12. Projecting Population and Employment: A Platform for Projecting Water Purveyor Demands in an Urban Area, *February 2003 Nevada Water Resources Association Conference*
13. Water Conservation Recommendations from a Consumer Outreach Group, *October 2002 AWWA Cal-Nev Section Conference*

## References

Client	Contact	Study
Mountain Housing Council	Stacy Caldwell, Executive Director (530) 587-1776 <i>stacy@ttcf.net</i>	<b>Impact of Development Impact Fees on Housing Affordability (2018)</b>
City of Live Oak	Jim Goodwin, Former City Manager (530) 633-2761 <i>jgoodwin@wheatland.ca.gov</i>	<b>Utility Rates, User Fees and Development Impact Fees Study (2017)</b>
Salinas Valley Basin Groundwater Sustainability Agency	Gary Petersen, General Manager (831) 682-2592 <i>peterseng@svbgsa.org</i>	<b>Regulatory Fee Study (2019)</b>
Placer County	Shawna Purvines, Principal Planner (530) 745-3031 <i>spurvines@placer.ca.gov</i>	<b>Inclusionary Housing and Workforce Housing Fees Study (2018)</b>
San Joaquin County	John Funderburg, Principal Planner (209) 468-3121 <i>jfunderburg@sjgov.org</i>	<b>Mountain House First Jobs Housing Review (2019)</b>
Northstar Community Services District	Mike Staudenmayer, General Manager (530) 562-1505 <i>mikes@northstarcsd.org</i>	<b>Property Tax Analysis for Fire Service to Proposed Annexed Properties (2016)</b>

## About HEC

Hansford Economic Consulting LLC (HEC) provides planning, economic, and financial services for public and private clients in the Western United States. The company, founded in 2005, is owned and managed by Catherine Hansford, an applied economist with over 20 years of experience. HEC clients include regional agencies, counties and cities, special districts, non-profits, private entities, and homeowner associations.

Our high-quality work products span a breadth of land and water resource related topics that touch our human communities and environments. HEC endorses progressive and adaptive planning, understanding that plans are useful only if they are comprehensive, relevant to the specific local conditions, and lead to implementation.

## HEC Services

### Water Utilities Resource and Financial Plans

HEC helps municipalities with water utilities resource and financial plans, including: water and wastewater demand analysis; income surveys; water and wastewater rate and fee studies; and assistance with state and federal low-interest loan and grant program applications. Examples of projects include:

- ✓ *City of Newman* – Water and Wastewater Rate Studies
- ✓ *City of Phoenix* – Water Rates and SDC Fees Analysis
- ✓ *City of Livingston* - Water, Wastewater and Solid Waste Rate Studies
- ✓ *Donner Summit Public Utility District and Sierra Lakes County Water District* - State Revolving Fund Loan, USDA Financing, and CDBG Funding for \$24 Million Upgrade
- ✓ *California State Parks, Tahoe Regional Planning Agency and the US Army Corps of Engineers* - Economic Analysis for Restoration of the Upper Truckee River

### Fee Nexus Studies

HEC conducts studies which show the linkage between a new development and the need for affordable housing, transit, public facilities, or other community resources. The study demonstrates the legal nexus that justifies the fees in support of the resource. Examples of projects include:

- ✓ *City of Williams* – AB1600 Nexus Study and City User Fees Update
- ✓ *City of Winters* – Development Impact Fees Nexus Study
- ✓ *City of West Sacramento* – Affordable Housing In-Lieu Fee Analysis
- ✓ *Placer County* – East and West County Affordable Housing Fee Nexus Studies
- ✓ *Mountain Housing Council* – Analysis of Development Impact Fees in the Tahoe region

### Agency Governance, Mergers, and Organization

HEC has partnered with agencies to analyze organizational changes and strategies to better help the organization meet its goals and objectives. Structural, financial, functional, and strategic analyses are used, singularly or in combination, to provide key information to an organization's decision makers and stakeholders. Examples of projects include:

- ✓ *Truckee Donner Recreation and Parks District* – Strategic Plan
- ✓ *Truckee Meadows Regional Planning Agency* - Regional Governance Models Report
- ✓ *City of Coos Bay and Charleston Sanitary District* – Cost Allocation Modeling
- ✓ *Spring Creek Homeowners Association* – Governance Alternatives and Feasibility Analysis
- ✓ *State of Nevada and Carson City* – Operations and Cost Management of Marlette Water System

### Infrastructure Networks Analysis

HEC provides comprehensive infrastructure networks analysis, including demand analysis, identification of areas with excess/constrained capacity, potential problems that arise from capacity issues, and examination of potential scenarios.

Examples of projects include:

- ✓ *City of Lincoln* – Asset Valuation and Replacement Analysis
- ✓ *Truckee Meadows Regional Planning Agency* - Capacity Constraints in Regional Infrastructure Networks Report
- ✓ *City of Sacramento* - Benefit Cost Analysis for TIGER funding of the Sacramento Valley Station Improvements
- ✓ *City of Fernley* - Safe Routes to Schools Report

#### **Public Facilities and Services Financing Plans**

HEC develops financing strategies for public facilities and services and evaluates the feasibility of new real estate. Available financing options specific to an entity may include different types of bonds, or fees, or assessments. Our financing plans consider debt limits and other restrictions that influence financing strategies for infill and greenfield developments. Examples of projects include:

- ✓ *Fresno County* – Financing Plan for Friant Ranch Active Adult Community
- ✓ *Placer County* – Financing and Operations Funding Plan for Royal Gorge
- ✓ *Placer County* - Urban Services Plans for Placer Vineyards and Bickford Ranch
- ✓ *City of Woodland* – Spring Lake Real Estate Feasibility Analysis

#### **Economic Development and Business Impact Analysis**

HEC assists communities with development, redevelopment and revitalization issues. Thorough analysis of historical background and present conditions, with identification of potential opportunities driven by solid economic analysis and the input of local residents and businesses, helps community leaders take steps forward.

Examples of projects include:

- ✓ *Town of Truckee* - Hilltop Development Commercial Use Economic Analysis
- ✓ *Mono County* - June Lake Economic Development and Job Creation Study
- ✓ *San Joaquin County* – Jobs Housing and Economic Competitiveness Study
- ✓ *Sierra Nevada Memorial Hospital* – Economic Impact of Hospital Operations to Nevada County
- ✓ *Nevada County* – Economic Analysis in Support of a General Plan Amendment

#### **Fiscal Impact Studies**

HEC provides projections of the local governmental costs and revenues generated by a new development or change in policy. Changes in tax revenues, demand for services, and infrastructure costs determine whether the estimated costs incurred are balanced with an increase in revenues.

Examples of projects include:

- ✓ *Fresno County* – Friant Ranch Active Adult Community Fiscal Impact Study
- ✓ *City of Woodland and Yolo County* – New Commercial Development Fiscal Impact Analyses
- ✓ *City of Lincoln* – Fiscal Impact Analysis of General Plan Update EIR Alternatives
- ✓ *Northstar Community Services District* – Annexation Tax Sharing Agreement Analysis
- ✓ *City of Live Oak* – General Plan New Development Areas Financial Feasibility



CITY COUNCIL  
STAFF REPORT

**TO:** Mayor and Councilmembers  
**DATE:** January 21, 2020  
**FROM:** Shelly Guby, Director of Financial Management  
Ethan Walsh, City Attorney  
**THROUGH:** John Donlevy, Jr., City Manager  
**SUBJECT:** Authorize City to Amend Terms of Down Payment Assistance Loan to Permit Borrower to Refinance Existing Loan to Pay for Necessary Home improvements.

---

**RECOMMENDATION:** Staff recommends the City Council approve Resolution No. 2020-06 authorizing the City Manager to amend the loan documents for the \$66,600.00 down-payment assistance loan made to Art and Mary Lou Mendoza, to permit the Borrowers to refinance the existing debt on their home or secure a home equity line of credit to pay for necessary health and safety improvements to their home..

**BACKGROUND:** In 2006, the City adopted Resolution No. 2006-03 approving the Public Safety Personnel and Teachers Home Purchase Assistance Program (the "Program") and set aside \$300,000 for the Program. The Program offered City firefighters, police officers and teachers in the Winters Joint Unified School District the opportunity to obtain mortgage assistance to help those individuals to acquire homes in Winters. The Program provided that repayment of the City's down-payment assistance loan would be deferred, with no payment due until (1) the home is sold, (2) the Borrower ceases to work for the City of Winters, or (3) the first mortgage on the home is refinanced, with the Borrower taking additional money out.

Only one person utilized the Program—Fire Captain Art Mendoza, who secured a \$66,000 down-payment assistance loan from the City to assist with the purchase of his home in the City of Winters. Captain Mendoza approached the City recently and indicated that he would like to take money out of the equity in his home by either

refinancing his existing mortgage or securing a home equity line of credit to make certain necessary improvements to the home. City staff has discussed the needed improvements with Captain Mendoza and confirmed that they are necessary, and related to maintaining the health and safety of the home.

The original Program prohibited re-financings with additional money taken out to ensure that participants in the Program would not leverage their equity in their home before paying the City back. The loan documents clearly prohibit the Borrower from refinancing or securing a home equity line of credit for any purpose, and therefore Captain Mendoza would be prohibited from doing so, unless Council allows for an exception in this instance.

**ANALYSIS:** City staff believes an exception is merited in this instance for the following reasons. First, the goal of the Program was to encourage sworn personnel and teachers to live in Winters. While it was only used in this one instance, in this case it was successful. Captain Mendoza has remained in the home, and remained an employee of Winters Fire, since he purchased the home 12 years ago. Second, the improvements are necessary improvements to the home. If he were forced to pay off the City loan in order to make these improvements, it would serve as a deterrent to making the needed improvements, and could incentivize him to sell rather than remain in the home. That outcome would be contrary to the goals of the Program.

City staff therefore recommends that the Council approve Resolution No. 2020-06, which would direct the City Manager and City Attorney to amend the loan documents for the down payment assistance loan made through the Program to Art and Mary Lou Mendoza to allow them to refinance their existing mortgage or take out a home equity line of credit to make certain necessary health and safety repairs to their home.

**ATTACHMENTS:**

- A. Resolution 2020-06

**RESOLUTION NO. 2020-06**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
AUTHORIZING AMENDMENTS TO THE TERMS OF A DEFERRED  
DOWN PAYMENT ASSISTANCE LOAN TO ALLOW FOR REFINANCE  
OR HOME EQUITY LINE OF CREDIT FOR NECESSARY HOME  
IMPROVEMENTS**

**WHEREAS**, in 2006 the City Council adopted Resolution No. 2006-03, approving the Public Safety Personnel & Teachers Home Purchase Assistance Program (the “Program”); and

**WHEREAS**, pursuant to the Program, the City offered firefighters and police officers of the City and teachers of the Winters Joint Unified School District who either lived in Winters or chose to move to Winters the option to obtain mortgage assistance in meeting their housing costs. The no interest (“silent second”) loans would be deferred and due upon the sale of the home, refinancing (with money out) or within six months after the Program participant’s employment in Winters ends; and

**WHEREAS**, the Program provided that loans made pursuant to the Program are due and payable upon the sale or transfer of title, use of a home equity loan, or failure to comply with the loan condition; and

**WHEREAS**, on July 12, 2008, the City made a deferred down payment assistance loan to Art and Mary Lou Mendoza (the “Borrowers”) pursuant to the Program in the amount of \$66,600.00 (the “Deferred Payment Loan”), and the loan documents prepared for such loan declare that the unpaid principal, interest and equity share calculation in accordance with the loan documents would become due and payable upon any refinancing of the Borrowers’ existing debt secured by the home; and

**WHEREAS**, the City is no longer operating or allocating money for the Program; and

**WHEREAS**, the Borrower have requested that the City allow them to refinance their existing primary mortgage or secure a home equity line of credit to make certain necessary improvements to their home to address health and safety concerns; and

**WHEREAS**, the City Council desires to make an exception to the rules set forth in the Program to allow the Borrowers to refinance their existing primary mortgage loan or secure a home equity line of credit and take money out to make the necessary repairs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS** that the City Manager and City Attorney are hereby authorized and directed to make such amendments to the loan documents for the Deferred Payment Loan executed by and between the Borrower and the City as are necessary to allow the Borrowers to refinance their mortgage loan or take out a home equity line of credit to make improvements to the home to address health and safety concerns, as approved by the City. The City will subordinate the Deferred Payment Loan to the refinanced mortgage, as it did with the original primary mortgage.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to prepare and execute such documents as necessary to carry out the City Council's direction set forth in this Resolution.

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 21st day of January, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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

**ATTEST:**

\_\_\_\_\_  
Tracy S. Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** January 21, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Crystal Zaragoza, Human Resources Manager  
**SUBJECT:** Claim Against the City of Winters – Sigrid Nelson

---

**RECOMMENDATION:**

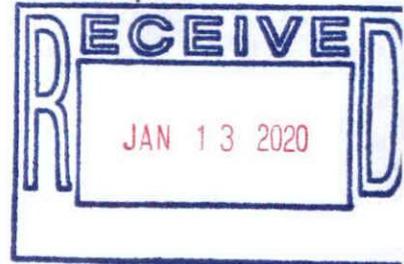
It is recommended that the City Council reject the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

**BACKGROUND:**

When the City of Winters receives a Claim for Damages to Person or Property, the claim is rejected and referred to YCPARMIA to handle the investigation.

**FISCAL IMPACT:**

Not to exceed the City's \$2,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES  
TO PERSON OR PROPERTY

TO: (Entity) City of Winters

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Sigrid Nelson</u>		Date of Birth of Claimant <u>02/24/1971</u>
Home Address of Claimant <u>1551 Larimer St #1002 Denver CO</u>		Occupation of Claimant _____
City and State <u>Denver CO</u>		Home Telephone Number <u>408-529-3140</u>
Business Address of Claimant _____		Business Telephone Number _____
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>1551 Larimer St. #1002, Denver CO 80202</u>		
When did DAMAGE or INJURY occur? Date <u>12/8/2019</u> Time <u>6:30 pm</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / <input checked="" type="radio"/> NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date <u>N/A</u>		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.

The damage occurred at 805 mermod Place. Sewage was coming up from the sewer cleanout approximately 4 feet from front door, and on the property. Roto Rooter was called to clear the blockage and at approximately 10:17pm, I was advised the

Names of any employees involved in INJURY or DAMAGE:

Why do you claim the Entity is responsible?

issue was on the city side. The tenant at this property advised that he emailed Public Works on 12/10/2019, and the Public Works manager responded that the city was going to replace the sewer

line the following week. Eric Lucero called me on 12/10/2019 to confirm the above and advised me how to file claim for damages.

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact)	Estimated prospective damages as far as known
Damage to property.....\$ _____	Future expenses for medical and hospital care.....\$ _____
Expenses for medical and hospital care...\$ _____	Future loss of earnings.....\$ _____
Loss of earnings.....\$ _____	Other prospective special damages.....\$ _____
Special damages for.....\$ _____	Total estimate prospective damages.....\$ _____
General Damages.....\$ <u>554.00</u>	
Total damages incurred to date.....\$ <u>554.00</u>	

Total amount claimed as of date of presentation of the claim: \$ 554.00

Was damage and/or injury investigated by police? NO If so, what city? \_\_\_\_\_  
 Were paramedics or ambulance called? NO If so, name city or ambulance \_\_\_\_\_  
 If injured, state date, time, name and address of doctor of your first visit N/A

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name Justin Hellinger Address 805 Mermod Pl. Phone 530-304-6674  
 Name Ryan Horner @ Roto Rooter Address 2141 Industrial Ct, Vista CA Phone 800-491-7686  
 Name Eric Lucero Address 318 1st St, Winkleris Phone 530-795-4291

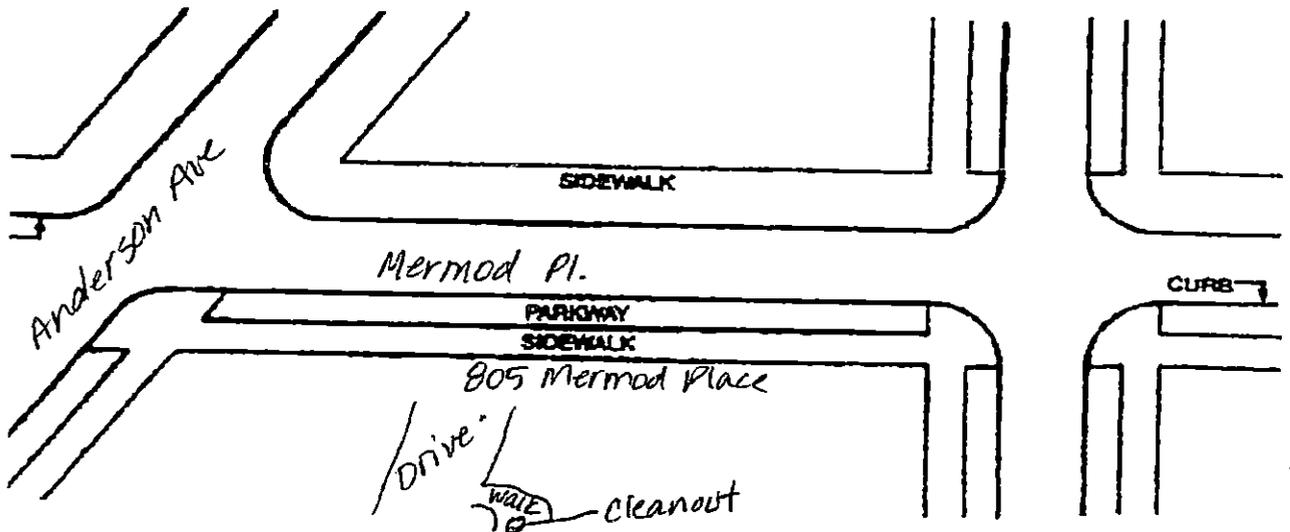
DOCTORS and HOSPITALS

Hospital \_\_\_\_\_ Address \_\_\_\_\_ Date Hospitalized \_\_\_\_\_  
 Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_  
 Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <u>Sigrid Nelson</u>	PRINT Name: <u>Sigrid Nelson</u>	Date: <u>Jan 2, 2020</u>
---	-------------------------------------	-----------------------------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



Roto-Rooter Plumbers Division of RotoCo., Inc. Remit or send Notice of Cancellation to: 2141 Industrial Ct., Ste.D • Vista, CA 92081 (800) 491-7686 • Fax: (760) 598-1657 Lic# 422155 • Federal ID #: 46-1617768

**BILL TO**  
Justin Hellinger  
805 Mermod Place  
Winters, CA 95694 USA

<b>INVOICE</b> 337392785	<b>INVOICE DATE</b> Dec 08, 2019
-----------------------------	-------------------------------------

**JOB ADDRESS**  
Justin Hellinger  
805 Mermod Place  
Winters, CA 95694 USA

**Completed Date:** 12/8/2019  
**Technician:** Ryan Hormel

**DESCRIPTION OF WORK**

Cabled Mainline through clean out to clear stoppage  
Found blockage was on City sewer side of property  
Tested Mainline is functioning properly  
Recommend Video Inspection and repair  
90 day warranty  
Overtime, Travel and Night Fee applied

PAID ON	TYPE	MEMO	AMOUNT
12/8/2019	Credit Card		\$139.00
12/8/2019	Credit Card		\$415.00
		<b>SUB-TOTAL</b>	\$554.00
		<b>TAX</b>	\$0.00
		<b>TOTAL DUE</b>	\$554.00
		<b>PAYMENT</b>	\$554.00
		<b>BALANCE DUE</b>	<b>\$0.00</b>

**WE DO WATER RESTORATION**  
(Fix it, Clean it, Dry it)

*Conditions & Exclusions apply. Please see below for details.*

**CUSTOMER AUTHORIZATION**

**WORK ORDER AUTHORIZATION / WAIVER:**

*Handwritten signature*



Sign here

R +1

Date 12/8/2019

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



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** January 21, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Fairfield Inn Public Improvement Agreement

---

**RECOMMENDATION:** Staff recommends the City Council:

1. Adopt Resolution No. 2020-07 approving the following:
  - a. Grant a 365-day extension for completion of the Fairfield Inn Public Improvements for the Public Improvement and Maintenance Agreement with Ashraf Ali.

**BACKGROUND:** The Tentative Map and Design Review application and Conditions of Approval were approved by Planning Commission on June 28, 2016. As a condition of the development, the Applicant was required to enter into a Public Improvement Agreement in order to construct the required public improvements.

On September 4, 2018, City Council approved a Public Improvement and Maintenance Agreement for construction of certain public infrastructure. The project includes improvements along the frontage of Matsumoto Lane, extending north of the improvements that were constructed with the Starbucks project. The improvements consist of commercial driveways, curb, gutter, and sidewalk, road widening, utility services, and signing and striping.

The Public Improvement Agreement requires bonds to assure construction of the public improvements, a deposit for city inspection, and stipulates the work shall be started within 180 days of the Agreement being executed, and construction completed within one year after starting.

**DISCUSSION:** The executed Agreement, specifically Section 6 – Schedule for

Construction, stipulated that construction of the public improvements be started within 180 days of the Agreement being executed, and the improvements be completed within 365 calendar days after the start of construction.

Due to delays with FEMA and construction funding; the owner just recently contacted the city to pull a building permit and schedule site work. Vaca Valley Construction will perform the public improvements and a pre-con meeting was held. The City Engineer recommends an extension of the timeline for completion of the public improvements, and recommends Council grant a 365 calendar day extension for completion of the work along Matsumoto.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** None with requested action.

Attachment: Resolution No. 2020-07  
Public Improvement Agreement

**RESOLUTION NO. 2020 - 07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
TO GRANT A 365-DAY EXTENSION FOR COMPLETION OF THE FAIRFIELD INN  
PUBLIC IMPROVEMENTS FOR THE PUBLIC IMPROVEMENT AND MAINTENANCE  
AGREEMENT WITH ASHRAF ALI**

**WHEREAS**, The Fairfield Inn project includes improvements along the frontage of Matsumoto Lane, extending north of the improvements that were constructed with the Starbucks project; and

**WHEREAS**, On September 4, 2018, City Council approved a Public Improvement and Maintenance Agreement for construction of certain public infrastructure, including commercial driveways, curb, gutter, and sidewalk, road widening, utility services, and signing and striping; and

**WHEREAS**, the executed Agreement, specifically Section 6, Schedule for Construction, stipulated that construction of the public improvements shall be started within 180 days of the Agreement being executed, and construction completed within one year after starting; and

**WHEREAS**, the construction has not started due to delays with FEMA and construction funding; and

**WHEREAS**, Developer has requested an extension, and staff believes it is in the best interest of the City to allow the Developer to complete the improvements and to grant an extension.

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

1. Grant a 365-day extension for completion of the Fairfield Inn Public Improvements for the Public Improvement and Maintenance Agreement with Ashraf Ali.

**PASSED AND ADOPTED** by the City Council of the City of Winters, on this 21<sup>st</sup> day of January, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Bill Biasi, MAYOR

**ATTEST:**

\_\_\_\_\_  
Tracy S. Jensen, City Clerk



Yolo Recorder's Office  
Jesse Salinas, County Recorder  
**DOC- 2018-0025904-00**

Acct 118-City of Winters  
Friday, NOV 02, 2018 11:08:00  
Ttl Pd \$0.00 Rcpt # 0001324164  
KQ1/R3/1-23

Recording Requested by  
and when Recorded, return to:

**City of Winters**  
318 First Street  
Winters, CA 95694  
Attn: City Manager

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

## PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT

This Public Improvement and Maintenance Agreement ("AGREEMENT") is made and entered into this 18<sup>th</sup> day of September, 2018 ("EFFECTIVE DATE") by and between the CITY OF WINTERS, a municipal corporation, hereinafter called ("CITY") and ASHRAF ALLI, hereinafter called ("DEVELOPER"). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES" and singularly as "PARTY."

### RECITALS

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, commonly known in the City of Winters as the Fairfield Inn Property, located at 702 Matsumoto Lane (the "Property") and is currently developing the property with a Fairfield Inn and Suites Hotel ("PROJECT"); and

WHEREAS, the PROJECT has been conditionally approved by the CITY Planning Commission subject to, among other requirements, the development of and dedication to the City of certain public improvements; and

WHEREAS, the public improvements for the PROJECT include, but are not limited to the following: streets, highways, sidewalks, sewer, water, curbs, gutters, storm

drainage facilities, and other public utility facilities. The foregoing public improvements are more particularly described in paragraph 3 of this AGREEMENT, and are hereinafter referred to as "the required public improvements;" and

**WHEREAS**, the improvement plans for the required public improvements have been prepared in accordance with plans and documents submitted to and approved by the CITY, the conditions of approval required by the Planning Commission, and in satisfaction of applicable state and local environmental compliance requirements; and

**WHEREAS**, the CITY and the DEVELOPER desire to enter into this AGREEMENT to provide for the construction and dedication to the City of the required public improvements, as more particularly set forth below.

### **AGREEMENT**

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Payment of Fees:** Subsequent to execution of this AGREEMENT by CITY, or at such times as are legally required, DEVELOPER shall pay to CITY all those planning, plan check approval, and administrative fees required by CITY ordinances, as more specifically set forth in paragraph 32 of this AGREEMENT. Those fees to be paid shall include actual staff time and expenses incurred in the processing and checking improvement plans. All other fees (e.g. development impact fees) shall be paid in accordance with existing ordinances or resolutions and this AGREEMENT.

2. **Inspection Fees:** The DEVELOPER shall pay to the CITY fees for plan check and inspection of the construction of the required on-site and off-site civil improvements in an amount equal to a deposit of Twenty-Five-Thousand Dollars (\$25,000). Said fees in the amount of \$25,000

shall be paid prior to start of construction.

The fees referred to in this paragraph are not necessarily the only City inspection fees, charges, or other costs that may be imposed on the PROJECT, and this AGREEMENT shall in no way exonerate or relieve the DEVELOPER from paying such other applicable fees, charges, and/or other costs. Fees associated with over-time inspections and other special inspections related to the required public improvements may be drawn down from the initial deposit, or any subsequent deposit as required by the CITY.

**3. Construction of Improvements:**

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Laugenour and Meikle, dated August 29, 2018 ("IMPROVEMENT PLANS"), a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is One-Hundred Thirty-Seven-Thousand Sixty-Four Dollars (\$137,064).

b. DEVELOPER agrees to install street light pursuant to P.G. & E. and City requirements.

c. DEVELOPER agrees that gas, electric, telephone or cable television utilities shall be provided via underground transmission facilities to Developer's property at no cost to CITY.

**4. Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS approved by CITY.

b. DEVELOPER shall provide the City Engineer with a geotechnical study showing condition of the soil/earth for infrastructure, and building pads.

**5. Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's Planning Commission on June 28, 2016 and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

**6. Schedule For Construction:** Construction of all required public improvements shall be commenced by the DEVELOPER within one-hundred eighty (180) days of the Effective Date and shall be completed within three hundred-sixty five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of construction, the DEVELOPER shall notify the City Engineer, in writing of the date DEVELOPER shall commence construction, and shall provide the City Engineer with a construction schedule, in a form specified by the City Engineer, before beginning any work.

**7. Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The City Engineer is not required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.

Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

b. Whenever the DEVELOPER varies the period during which work is carried out on each day, DEVELOPER shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of proper inspection by the City Engineer shall be subject to rejection. Safe access to all parts of the work shall at all times be maintained for the necessary use of the City Engineer, other agents of the CITY, and agents of the Federal, State, or local governments, as applicable, during reasonable hours for inspection of the work to ascertain compliance with applicable laws and regulations.

c. One or more inspectors may be assigned by the City Engineer to observe the work and compliance with this AGREEMENT. It is understood that such inspectors shall have the power to issue instructions, reject work, and make decisions regarding compliance with this AGREEMENT, subject to review by the City Engineer within the limitations of the authority of the City Engineer, but shall not have the right to reject work previously approved by a different inspector. Such inspection shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions in conformance with this AGREEMENT.

d. The City Engineer and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the DEVELOPER shall provide safe and convenient facilities for such access and for inspection. If this AGREEMENT, the CITY's improvement standards, the City Engineer's instructions, or the laws, ordinances, of any applicable public authority require any material, equipment or work to be specifically tested or approved, the DEVELOPER shall give the City Engineer timely notice of its readiness for such inspection, and if the inspection is by an authority other than the CITY, notice shall be given of the time fixed for such inspection. Inspections by the City Engineer will be made promptly and, where practicable, at the source of supply.

e. Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing such work, including the cost of City furnished materials used in the work, shall be borne by the DEVELOPER, regardless of whether or not the work exposed is found to be defective.

f. The DEVELOPER shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the City Engineer for performing all inspection and tests. DEVELOPER shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of its inspection.

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the applicable government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws,

ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

**8. Timeliness and Extension:**

a. Time is of the essence of this AGREEMENT. The dates for commencement and completion of the required public improvements may be extended as provided in this paragraph. The City Engineer may extend the dates due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquake, floods and conditions resulting therefrom, or for other reasons beyond the control of the DEVELOPER. Extension of the dates for any other cause shall be made only by the City Council. Extension shall be granted only upon a showing of good cause by the DEVELOPER. The City Council shall be the sole and final judge as to whether sufficient good cause has been shown to warrant granting the DEVELOPER an extension.

b. Request for extension of the commencement and/or completion date shall be in writing and delivered to the CITY in the manner hereinafter specified for service of notices in paragraph 27 of this AGREEMENT. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the CITY.

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such

extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

d. The granting of any extension of time may be conditioned by the CITY by requiring new or amended improvement security in amounts reasonably increased to reflect increases in the costs of constructing the required improvements or by other reasonable conditions imposed by the CITY to protect its interests and ensure the timely completion of the required public improvements.

9. **Improvements Security:** Concurrently with the execution of this AGREEMENT, the DEVELOPER or the DEVELOPER's designated General Contractor(s) shall furnish the CITY:

a. Improvement securities in the sum of One-Hundred Thirty-Seven-Thousand Sixty-Four Dollars (\$137,064) for Performance, which is equal to 100% of the estimated cost to construct the public improvements within the CITY rights of way; and

b. Improvement securities in the sum of Sixty-Eight-Thousand Five-Hundred Thirty-Two Dollars (\$68,532) for Payment/Materials, which is equal to 50% of the estimated cost to construct the public improvements within the CITY rights of way

c. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state

or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

10. **Release of Security:** The security furnished by the DEVELOPER may be released in whole or in part in the following manner:

a. Security given for faithful performance of any act or agreement will be released upon the performance of the act and final completion and acceptance by the City Council of the required work, which shall not be unreasonably withheld. Partial release of said security upon partial performance of the act or the acceptance of the work as it progresses may be made upon written authorization of the City Engineer following his inspection and approval of the required public improvements or work related thereto, and the approval of the City Council once each month. In any event, however, sufficient security in an amount equal to ten percent (10%) of the estimated cost of the required public improvements to be constructed, shall be retained for the guarantee and warranty of the constructed improvements and related work against any defective work or labor done, or defective materials furnished, and for the purpose of guaranteeing payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment, and the same shall be retained for one (1) year after completion and acceptance by the CITY of all required public improvements and work related thereto. CITY is further not obligated to release any amount of security deemed reasonably necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

b. Security securing the payment to contractor, his subcontractors and to persons furnishing labor, materials or equipment may, six (6) months after performance of the act and the completion and acceptance of the work, be reduced to an amount not less than the total of

all claims on which the action has been filed and notice thereof given in writing to the City Council, and if no such actions have been filed the security may be released in full.

11. **Risk of Loss Prior To Acceptance:** Neither the CITY, nor any of its officers/elected officials or employees, shall be liable or responsible to DEVELOPER or anyone else, for any accident, loss, or damage, happening or occurring to the improvements specified in this AGREEMENT prior to the completion and acceptance of the required public improvements by CITY, unless and only to the extent that any of the above arises by the negligence of the City. The entire risk of loss relative to said improvements shall be with the DEVELOPER during the period of construction thereof and prior to completion and acceptance thereof by CITY.

12. **As Built Drawings:** DEVELOPER shall provide City with a copy of scanned as-built drawings within sixty (60) days of the completion of the project; Certificate of Occupancy.

13. **Utility Arrangements:** DEVELOPER shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this AGREEMENT, a written statement or a will service letter signed by DEVELOPER and each Applicable public utility serving the project, providing that DEVELOPER has made all arrangements required and necessary to provide the public utility service to the project. Said agreement will provide for the undergrounding of all Applicable utility lines on the property as approved by the City Engineer. For purposes of this paragraph, the term "public utility" shall include, but is not limited to, a company providing natural gas, water, sewer, electricity, telephone, and/or cable television service. Said provision shall be without expense to the CITY.

14. **Insurance:** DEVELOPER shall not commence construction or work under this AGREEMENT until all insurance required under this paragraph is obtained and until such insurance has been approved by the City Attorney as to form and sufficiency, nor shall the

DEVELOPER allow any contractor or subcontractor to commence work until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved.

a. WORKERS' COMPENSATION INSURANCE shall be provided, during the life of this AGREEMENT, for all employees employed for construction or work required under this AGREEMENT regardless of whether said employees are employed by Owner or Owner's contractors, subcontractors, or agents. DEVELOPER shall indemnify and hold harmless CITY for any damage resulting from failure of either DEVELOPER or any contractor or subcontractor to take out or maintain such insurance.

b. DEVELOPER shall obtain the following insurance coverages naming DEVELOPER's contractors, subcontractors, and their agents as insured, and the coverage and certificate(s) thereof shall have been approved by the City Attorney:

1) COMPREHENSIVE GENERAL LIABILITY INSURANCE for liability assumed by DEVELOPER pursuant to this AGREEMENT with CITY. The minimum limits of liability for the insurance of this PROJECT for the CITY shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate for bodily injury liability and property damage liability.

2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars (\$1,000,000) shall be required by DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

An additional insured endorsement to the DEVELOPER's liability insurance policies shall name the CITY, its elective and appointive boards, commissions, officers, agents, and employees, as

additional insured, and provide that such insurance is primary insurance with respect to the interest of the CITY and that of any other insurance maintained by the CITY.

15. Certificates of Insurance: Promptly upon execution of this AGREEMENT, and prior to commencement of any work, the DEVELOPER shall provide the CITY with certificates of insurance evidencing that the above-required insurance has been obtained and is in full force and effect. The terms of the above-required insurance policy/policies shall require each carrier to give CITY at least thirty (30) calendar days prior written notice of cancellation or reduction in coverage of each of the above-required insurance policies during the effective period of this AGREEMENT. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER for liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this AGREEMENT or otherwise in law.

16. Indemnification and Hold Harmless: DEVELOPER will indemnify, hold harmless and assume the defense of, in any actions of law or in equity, the CITY, its officers/elected officials, employees, agents, and elective and appointive boards from any and all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, directly or indirectly arising out of or in any way connected with performance under this AGREEMENT and/or construction of the required public improvements by the DEVELOPER, his contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the DEVELOPER, his contractor or any subcontractor. This indemnification and hold harmless provision shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the construction. Acceptance of insurance certificates required under this AGREEMENT does not relieve DEVELOPER from liability under

this indemnification and hold harmless provision.

17. **Developer Is Not An Agent of the City:** Neither DEVELOPER, nor any of DEVELOPER's contractors, subcontractors, or agents are or shall be considered agents of CITY when performing DEVELOPER's obligations under this AGREEMENT.

18. **Repair of Reconstruction of Defective Work:** For a period of one (1) year after acceptance by the City Council of the completed construction and work done under this AGREEMENT, DEVELOPER shall remain fully and completely responsible for the repair, replacement, and reconstruction of any defective or otherwise unsatisfactory work or labor done, or defective materials furnished, in the performance of this AGREEMENT by DEVELOPER. Should DEVELOPER fail or refuse to act promptly after receiving written notification by CITY of the necessity to act pursuant to the aforementioned requirement, or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacements and perform the reconstruction work and DEVELOPER shall pay to CITY the actual cost therefore plus fifteen percent (15%) thereof, which additional fifteen percent (15%) shall be paid to CITY as and for an administrative fee. The PARTIES further understand and agree that the improvement security furnished pursuant to paragraph 9 of this AGREEMENT shall guarantee and secure the faithful performance of the provisions of this paragraph during the one-year warranty period.

19. **Acceptance and Dedication to City of Requirement Public Improvements:** Title to and ownership of the required public improvements constructed pursuant to this AGREEMENT by DEVELOPER shall vest absolutely to the CITY upon completion and acceptance in writing of such improvements by CITY. The CITY may elect not to accept the required public improvements, unless they are constructed in conformity with the approved IMPROVEMENT

PLANS, approved modifications, if any, City's improvement standards, and to the satisfaction of the City Engineer.

**20. Notice of Breach and Default:** If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the DEVELOPER should be adjudged a bankrupt, or DEVELOPER should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed in the event of DEVELOPER's insolvency, or if DEVELOPER, or any of the DEVELOPER's contractors, subcontractors, agents, or employee, should violate any of the provisions of this AGREEMENT, CITY may serve written notice of breach of this AGREEMENT upon DEVELOPER and any holder of security provided by DEVELOPER pursuant to paragraph 9 of this AGREEMENT.

**21. Breach of Agreement: Performance by Improvement Security Provider or City:**

a. In the event of any such notice of breach and default, those entities or individuals providing improvement security to the DEVELOPER under Paragraph 9 shall have the duty to take over and complete the required public improvements herein specified. However, if within fifteen (15) days after the servicing upon it of such notice of breach, the security improvement providers do not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within twenty (20) days after notice to such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and those providing improvement security to the DEVELOPER shall be liable to CITY for any excess cost or damages occasioned CITY thereby.

b. In the event DEVELOPER has provided security for DEVELOPER's performance under this AGREEMENT in either the form of a deposit or an instrument of credit, CITY, at its option, shall have full and conditional recourse to such security in accomplishing the performance incumbent upon DEVELOPER.

c. In the event the CITY takes action under Subsection 21(a) or 21(b) above, CITY without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor. The rights of CITY provided in this Section are in addition to and cumulative to any and all other rights. Paragraphs 20 and 21 hereof shall not be construed as being in lieu of any other such rights provided by law.

**22. Prevailing Wages:**

a. DEVELOPER acknowledges that CITY has made no representation, express or implied, to DEVELOPER or any person associated with DEVELOPER regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). DEVELOPER agrees with CITY that DEVELOPER shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor

Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, DEVELOPER knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section.

 (Initials of Authorized Developer Representative)

c. DEVELOPER shall indemnify, hold harmless and defend CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including DEVELOPER, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this AGREEMENT. DEVELOPER's defense of the CITY shall be provided by counsel reasonably acceptable to the CITY. The foregoing indemnity shall survive any termination of this AGREEMENT.

23. Assessment District: DEVELOPER expressly consents to the annexation to the City-Wide Maintenance Assessment District.

a. Purpose of said district is to provide and pay for the maintenance,

servicing, and incidental expenses of the property's street lights, landscaping (where applicable), creek bank protection (where applicable), and open space areas along Putah Creek (where applicable), etc, as provided in the Streets & Highways Code, Section 22500 et seq., arising from the impacts brought by DEVELOPER and improvements constructed by the DEVELOPER.

b. DEVELOPER agrees that current assessment levels are appropriate, as are the assessment formulas.

24. **Effect of Waiver:** CITY's waiver of a breach of any one (1) term, covenant, or other provision of this AGREEMENT, is not a waiver of a breach of any other term, nor is a subsequent breach of the term or provision thereby waived.

25. **Attorney's Fees:** In the event that DEVELOPER fails to perform any obligation hereunder and should CITY prevail in any legal action to compel performance of this AGREEMENT, DEVELOPER agrees to pay reasonable attorney's fees, all costs of suit and all other expenses of litigation incurred by CITY in connection therewith. "Venue for any litigation shall be Yolo County Superior Court, State of California."

26. **Binding on Heirs, Successors, and Assigns:** The covenants and conditions contained in this AGREEMENT shall be binding on DEVELOPER'S heirs, successors, and assigns until such time as said covenants and conditions completely have been fulfilled.

27. **Notices and Payments:** Notices shall be in writing. Payments shall be made by cash, check, or money order. Notices or payments may be made by personal delivery to or mailed to:

**CITY:** City of Winters  
318 First Street  
Winters, CA 95694  
Attn: City Manager  
Telephone: (530) 795-4910

**DEVELOPER:** Ashraf Ali  
5000 East 2nd Street  
Benicia, CA 94510  
Telephone: (707) 747-2955

Mailed notices or payments shall be deemed delivered three days after deposit in the U.S. Mail, properly addressed and with certified postage prepaid. A change of person or place to send or receive notices or payments shall be made in accordance with provision set forth hereinabove. Any PARTY or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. **Definition of CITY:** "CITY" shall include the City Manager, the City Engineer, and other authorized representatives designated by the Winters City Council.

29. **Covenants and Conditions:** Each covenant and each condition shall be deemed both a covenant and a condition.

30. **Effective Period of This Agreement:** This AGREEMENT shall remain in full force and effect for a period of one (1) year after acceptance by the City Council of the completed construction and the work done under this AGREEMENT or from DEVELOPER's completion of the most recent repair or reconstruction work under paragraph 18 of this AGREEMENT, whichever is later.

31. **Recordation:** The PARTIES agree that this AGREEMENT shall be recorded at the Office of the Yolo County Recorder.

32. **Time For Payment of Fees:**

a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT.

b. **Fish and Game CEQA Mitigation:** The DEVELOPER shall comply with provisions of Fish and Game Code Section 711.4 by, prior to any construction or grading of the

PROJECT site, submitting written evidence of having paid applicable Fish and Game mitigation fees.

c. Building Permits Fees: Appropriate building permit fees shall be paid prior to issuance of building permits.

d. City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid prior to issuance of certificates of occupancy unless otherwise stated in this requirement. Currently those fees are Water, Streets, Police, Fire, Sewer, Local Drainage, Flood Area Storm Drainage Development Impact Fees, General Capital, and Monitoring (General Plan).

e. The Flood Area Storm Drainage Development Impact Fees referred to in paragraph 32(d) for this Property and shall be paid in full prior to issuance of the certificates of occupancy for the development.

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

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

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

i. Business License: Prior to conducting business in the City of Winters, all contractors, subcontractors, or any other agents shall pay for and obtain a Business License.

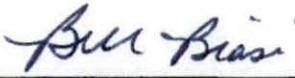
33. **Disclaimer Of Liability:** In the event any claim, action or proceeding is commenced naming the CITY or its agents, officers/elected officials, and employees as defendant, respondent or cross defendant arising or alleged to arise from the CITY's approval of

this PROJECT, the DEVELOPER shall defend, indemnify, and hold harmless the CITY or its agents, officers/elected officials and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul any approval of the CITY of Winters, the Winters Planning Commission, any advisory agency to the CITY and local district, or the Winters City Council. Project DEVELOPER shall defend such action at DEVELOPER's sole cost and expense which includes court costs and attorney fees. The CITY shall promptly notify the DEVELOPER of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the CITY from participating in the defense of any claim, action, or proceeding, if the CITY bears its own attorney fees and cost, and defends the action in good faith. DEVELOPER shall not be required to pay or perform any settlement unless the settlement is approved by the DEVELOPER in good faith, and the settlement not direct or indirect cost on the CITY, or its agents, officers/elected officials, and employees, the Winters Planning Commission, any advisory agency to the CITY, local district and the Winters City Council. Notwithstanding anything in this AGREEMENT to the contrary, the foregoing shall not apply to any bona fide purchaser(s) from DEVELOPER following their acquisition of any parcel in the development project if the required improvements (for such purchasers' parcels) have been completed and accepted by the CITY.

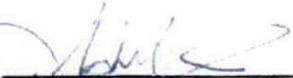
34. Certificates of Occupancy: Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, or the City Engineer and Fire Chief have provided their written approval.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

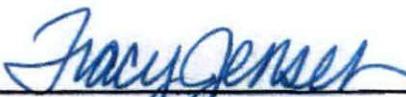
CITY OF WINTERS:

BY:   
BILL BIASI, MAYOR

DEVELOPER:

BY:   
ASHRAF ALI

ATTEST:

  
Tracy Jensen, CITY CLERK

APPROVED AS TO FORM:

  
Ethan Walsh, ATTORNEY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of Solano }

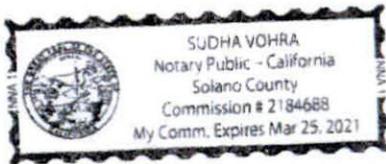
On 8-12-2018 before me, SUDHA VOHRA, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ashraf Ali  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sudha Vohra  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Partner -  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Partner -  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California )  
County of Yolo )  
On September 19, 2018 before me, Tracy S. Jensen, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Bill Biasi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Tracy S. Jensen  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document  
Title or Type of Document: Public Improvement and Maintenance Agreement Document Date: \_\_\_\_\_  
Number of Pages: 21 Signer(s) Other Than Named Above: Ashraf Ali

Capacity(ies) Claimed by Signer(s)  
Signer's Name: Bill Biasi Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: Mayor, City of Winters  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** January 21, 2020  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Yolo County Housing (YCH) El Rio Villa Sewer Lift Station Emergency Generator and Lighting Project in the amount not to Exceed \$80,000, and Resolution 2020-05 for 2019-2020 Budget Adjustment

---

**RECOMMENDATION:** Authorize City Manager to direct City staff to purchase and install an emergency generator and light for the El Rio Villa Sewer Lift Station. Approve Resolution 2020-05 for a Budget Adjustment of \$80,000 for 2019-2020 budget cycle.

**BACKGROUND:** Through the MOU (which was recently updated and approved by Council), between the City of Winters and Yolo County Housing, YCH contributes into the (Yolo Housing Operation Costs) fund each year for O&M and capital projects towards the sewer lift station. As a part of the capital improvements in 2017 City staff had new pumps and a new control system installed. Currently there is no emergency back up generator or lighting on site which means in an outage City staff must bring in a portable generator usually in the dark in order to continue pump operations and avoid an influent overflow. The purchase of a permanent generator and lighting will provide safer, more reliable and efficient operations.

**FISCAL IMPACT:** \$80,000 funded through the Yolo Housing Operation Costs. A budget adjustment, (Resolution 2020-05) is required.

Attachment:  
Resolution 2020-05  
Proposal from Ample Electric

**Resolution No. 2020-05**

**A Resolution of the City Council of the City of Winters Amending the City of Winters 2018-2019/2019-2020 Adopted Operating Budget**

**WHEREAS**, On June 19, 2018 the City Council of the City of Winters adopted operating budget for Fiscal Year 2018-2019 and 2019-2020; and

**WHEREAS**, expenditures for items not included in the budget are required;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Winters that the adopted operating budget for fiscal year 2019-2020 be amended as follows:

**Section 1:** Increase budgeted expenditures in the following funds and accounts for fiscal year 2019-2020 from Yolo Housing Operation Costs of \$80,000 to fund expenditures for this budget cycle for the Yolo County Housing El Rio Villa Sewer Lift station Emergency Generator and Lighting Project:

a. 621-27001                      \$80,000

**PASSED AND ADOPTED** by the City Council, City of Winters, this 21st day of January 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**ATTEST:**

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

**ample electric inc.** PO Box 456  
Winters, CA 95694

Phone # 530-795-9913  
Fax # 530-795-9951

E-mail [jdiaz@ampleelectricinc.com](mailto:jdiaz@ampleelectricinc.com)

**Lic.# 807298**

Date	Estimate#
1/2/2020	13349

# Proposal

City of Winters  
Attn: Public Works  
318 First Street  
Winters, CA 95694

Project

Description	Qty	Rate	Total
<p>Thank you for the opportunity to provide a proposal for the requested electrical scope of work at the Yolo County Housing Authority sewage lift station Located on Owings drive.</p> <p>We will provide sufficient manpower and materials to install one new Generac diesel 80KW 120/240V 3PH 4 wire standby generator and one new 200Amp automatic transfer switch. We will include concrete house keeping pad. We will install the automatic transfer switch mounted on a new backboard. We will provide all necessary connections for a complete working back up generator system.</p> <p>Generator shall be a stationary pad mounted Generac standby duty 80Kw, 120/240 volt, 3 Phase, 4 wire, 60 hertz, 1800 RPM with a 305 Gallon 48 hour tank at full load. Built in battery charger. 2 year manufacturers warranty. 1 year manufacturers warranty on ATS.</p> <p>Initial startup and initiation of warranty by "Generac" technician is included. 2 year basic manufacturer warranty.</p> <p>We will provide materials to install one exterior 16'-0" pole light on 24"x4'-0" deep concrete base. Luminaire will be Cree Lighting OSQ series.</p> <p>All Labor for the work listed above. This line includes engineering and design.</p> <p>Materials</p>			
		47,500.00	47,500.00
		5,000.00	5,000.00
		18,607.00	18,607.00
		3,650.00	3,650.00

<b>Total</b>
--------------

Sign below to accept this proposal and the contract terms

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ample electric inc.** PO Box 456  
Winters, CA 95694

Phone # 530-795-9913  
Fax # 530-795-9951

E-mail [jdiaz@ampleelectricinc.com](mailto:jdiaz@ampleelectricinc.com)

Lic.# 807298

Date	Estimate #
1/2/2020	13349

# Proposal

City of Winters  
Attn: Public Works  
318 First Street  
Winters, CA 95694

Project

Description	Qty	Rate	Total
<p>Exclusions; Air quality permit fees and compliance are excluded. local air quality authorities may require a health risk study or environmental quality assessment. The costs for any health risk study or environmental quality assessments are not included in this price. Cost does not include a particulate matter filter. No additional vibration isolation provided other than built in isolation. No diesel fuel provided under this proposal.</p> <p>Ample Electric Inc. provides a 1 year warranty on our workmanship only. The generator and automatic transfer switch come with a limited 2 year manufacturers warranty on parts. Ample will charge \$85/hr per electrician as required to install/remediate any manufactures warranty requiring our Labor.</p>			

<b>Total</b>	<b>\$74,757.00</b>
--------------	--------------------

Sign below to accept this proposal and the contract terms

Signature \_\_\_\_\_

Date \_\_\_\_\_



**CITY COUNCIL  
STAFF REPORT**

**DATE:** January 21, 2020  
**TO:** Mayor and City Council  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Neighborworks Sacramento- Exclusive Negotiation Agreement

---

**RECOMMENDATION:**

Staff recommends City Council authorize the City Manager to enter into a ninety (90) day Exclusive Negotiation Agreement (ENA) in substantially the form attached to this staff report with Neighborworks Sacramento for the construction of a 26 unit affordable self help construction project on two (2) acres on City owned property in the Stones Throw/Winters Highlands Subdivision.

**BACKGROUND:**

As part of the Winters Highlands Subdivision being constructed by Homes by Towne, the City has received a dedication of a two (2) acre parcel which is to be dedicated to the construction of affordable housing. The parcel dedication is in addition to the in-lieu funds which will be paid toward low and very low housing and the construction of the moderate units within the subdivision.

**DISCUSSION**

Affordable, for sale housing is a difficult measure in a State where housing is listed as the number one crisis by the Governor and Legislature, next to homelessness. The City's Affordable Housing Steering Committee has met and received presentations by Neighborworks on two (2) occasions and Staff has met and talked with them on multiple occasions regarding the possibility of a "self help" detached unit housing project which would be targeted at "moderate" income persons in the Winters area. See attached information on Self Help and a Proposal from Neighborworks Sacramento.

The Affordable Housing Steering Committee was favorable to the idea of beginning a negotiation with Neighborworks to explore the feasibility of such a project on this location. Neighborworks is unique to the region in doing the "self help" projects which makes them an important resource in encouraging the affordability of homes for Winters residents.

**Neighborworks- Exclusive Negotiation Agreement**

**Agenda Report- January 21. 2020**

***Page 2***

Neighborworks Sacramento is a successor to the Rural California Housing Corporation which assisted residents from 1999-2002 construct units in the Putah Creek Hamlet Subdivision which is one of the City's very successful projects.

Staff is recommending that the City Council authorize a Exclusive Negotiation Agreement for a ninety (90) day period for the City to explore the possibility of an agreement with Neighborworks.

**FISCAL IMPACT:**

None by this action

**ATTACHMENTS:**

Self Help Housing Article

Neighborworks Proposal

Exclusive Negotiation Agreement (ENA)

**NeighborWorks®**  
**HomeOwnership Center**  
**SACRAMENTO REGION**

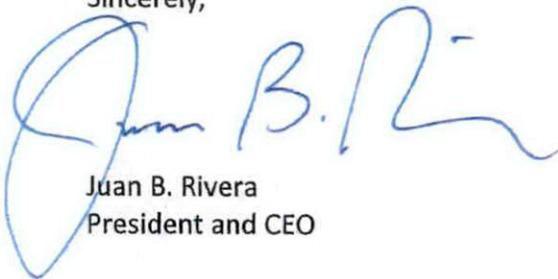
January 15, 2020

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

Dear Mr. Donlevy,

NeighborWorks Sacramento has had numerous discussions with City of Winters staff and attended two AHSC meetings to discuss building 26 affordable, self-help homes on a parcel that may be donated to NeighborWorks Sacramento. The parcel in question is the 2 acre, "Lot A" (APN: 030-220-061-000) that was recently granted to the City of Winters.

Sincerely,



Juan B. Rivera  
President and CEO

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of January, 2020, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and Neighborworks Sacramento, a \_\_\_\_\_, ("Developer"), on the terms and provisions set forth below.

THE CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

### 100. NEGOTIATIONS

#### 101. Good Faith Negotiations

The City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Disposition and Development Agreement (the "DDA") to be considered for execution between the City and the Developer, in the manner set forth herein, with respect to the sale of certain real property (the "Property") located at Moody Slough and Taylor Street (APN: 030-220-061-000) Winters, California. The Property is shown on the "Map of the Property," attached hereto as Exhibit A and incorporated herein by reference. The Property is composed of certain real property currently owned by the City and to be conveyed to the Developer pursuant to the terms of the DDA. The City agrees, for the period set forth below, not to negotiate with any other person or entity regarding the sale of the Property or any portion thereof.

The Property is currently undeveloped and the City desires to see affordable housing developed on the site with 26 affordable "self help" houses. The City and Developer desire to engage in negotiations for a mutually agreeable disposition and development agreement that will provide for the sale and development of the Property in accordance with the City's desired uses for the Property.

During the Negotiation Period, the City shall provide the Developer with reasonable access to the Property as necessary for the Developer to evaluate the Property for development as an affordable housing project subject to reasonable rules and requirements as may be imposed by the City.

#### 102. Duration of this Agreement

The duration of this Agreement (the "Negotiation Period") shall be ninety (90) days from the date of execution of this Agreement by the City. If upon expiration of the Negotiation Period, Developer has not signed and submitted a DDA to the City, then this Agreement shall automatically terminate unless this Agreement has been mutually extended by the City and Developer. If a DDA is so signed and submitted by Developer to the City on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by the City for forty-five (45) days from the date of such submittal during which time the City shall take all steps legally necessary to (1) consider the terms and conditions of the proposed DDA, (2) if appropriate, take the actions necessary to authorize the City to enter into the DDA, including but not limited to completion of compliance with the California Environmental Quality Act, and (3) execute the DDA.

If the City has not executed the DDA by such 45th day or any extension of such period, then this Agreement shall automatically terminate, unless the 45-day period has been mutually extended by the City and Developer. The City agrees to consider reasonable requests for extensions of time and shall, upon request, notify Developer in writing of the reasons for any decision not to execute the DDA.

**200. SALE OF THE PROPERTY**

The purchase price and/or other consideration to be paid by Developer for the Property under the DDA will be established by the City after negotiation with Developer. Such purchase price and/or other consideration will be based upon such factors as the fair market value of the property, market conditions, affordability restrictions on the Property, and condition of the improvements, risks of the City, and risks of Developer, and will be subject to approval by the City Council after a public hearing as required by law.

The parties expect and intend that the DDA will also include certain other regulatory documents that will be recorded upon conveyance of the property, including, but not limited to, an affordability covenant and a Notice of Affordability Restrictions Upon Transfer of Property, to ensure that the improvements on the Property shall be sold and restricted as housing affordable to persons and households of not greater than moderate-income for a period of 45 years. The parties also contemplate that there will be a “self-help” component to the development.

**300. DEVELOPER**

**301. Nature of Developer**

Developer is a California \_\_\_\_\_.

**302. Office of Developer**

The principal office of the Developer is 2411 Alhambra Blvd, Ste 200 Sacramento CA 95817.

**303. Principal Representatives of Developer**

The principal representatives of Developer for purposes of negotiating the Development Proposal and DDA are as follows: Juan B. Rivera.

**304. Full Disclosure**

Developer has made full disclosure to the City of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venturers, negotiators, development manager, consultants, professional and directly-involved managerial employees of Developer is subject to the approval of the City. Notwithstanding the foregoing, Developer reserves the right at its discretion to join and associate with other entities in joint ventures, partnerships or otherwise for

the purpose of developing the Property, provided that Developer retains management and control of such entities and remains fully responsible to the City hereunder.

#### **400. DEVELOPER'S FINANCIAL CAPACITY**

##### **401. Financial Ability**

Prior to execution of a DDA, the Developer shall submit to the City satisfactory evidence of its ability to finance and complete the acquisition and development of the Property and fulfill the operation of the anticipated improvements to the Property as set forth in the DDA.

##### **402. Full Disclosure**

Developer will be required to make and maintain full disclosure to the City of its methods of financing to be used in the acquisition of the Property.

#### **500. CITY'S RESPONSIBILITIES**

##### **501. Environmental Documents**

The City shall be responsible for conducting any review it deems necessary and appropriate under the California Environmental Quality Act. Any costs, fees and charges associated with the requirements of the California Environmental Quality Act shall be paid by Developer, unless otherwise agreed by the City, provided, however, the City shall not incur and material cost for which it shall seek reimbursement without providing prior notice thereof to the Developer. The staff of the City shall be available to meet with Developer to discuss the development of the Property, so that Developer shall have sufficient input to prepare its full proposal for the use the development of the Property.

##### **502. City Council Public Hearing**

A DDA resulting from the negotiations hereunder shall become effective only after and if the DDA has been considered and approved by the City Council at a public hearing called for such purpose.

#### **600. REAL ESTATE COMMISSIONS**

The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold the City harmless from any claim by any broker, agent or finder retained by the Developer.

#### **700. LIMITATIONS OF THIS AGREEMENT**

By its execution of this Agreement, the City is not committing itself to or agreeing to undertake: (1) disposition of land to Developer; or (2) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

This Agreement does not constitute a development agreement, disposition of property or exercise of control over property by the City. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to any Purchase and Sale Agreement and all proceedings and decisions in connection therewith.

This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

January \_\_\_\_\_, 2020

THE CITY OF WINTERS, a municipal corporation

By \_\_\_\_\_  
City Manager

"CITY"

January \_\_, 2020

Neighborworks Sacramento

By: Neighborworks Homeownership  
Center, Sacramento Regionr

By: \_\_\_\_\_  
Juan B. Rivera, President and  
CEO

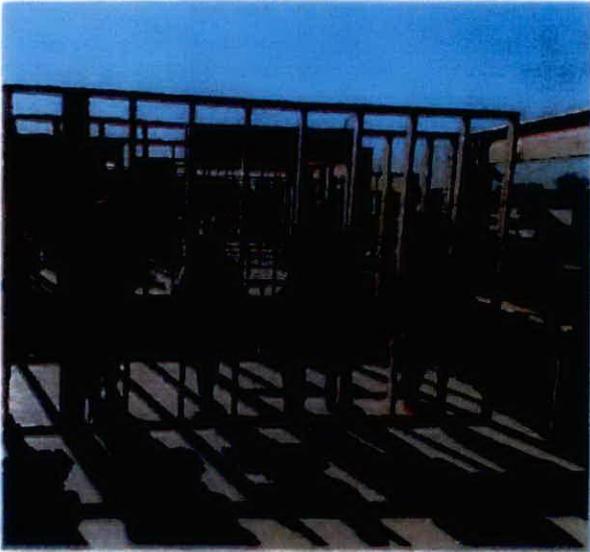
"DEVELOPER"

APPROVED AS TO FORM:

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

EXHIBIT A  
MAP OF THE PROPERTY

[To Be Inserted.]



# PROPOSAL FOR 26 SELF HELP HOMES IN WINTERS, CA

By NeighborWorks  
Homeownership Center,  
Sacramento Region

**Our Mission:** Our mission is to provide opportunities for successful homeownership and strong communities through quality education, affordable lending, supportive partnerships and dedicated leadership.

**Our Services:**

Affordable Housing Development,  
including Self Help Housing

Housing Counseling and  
Homebuyer Education

Affordable Lending

Community Beautification &  
Farmers Markets

  
**NeighborWorks®**  
**HomeOwnership Center**  

---

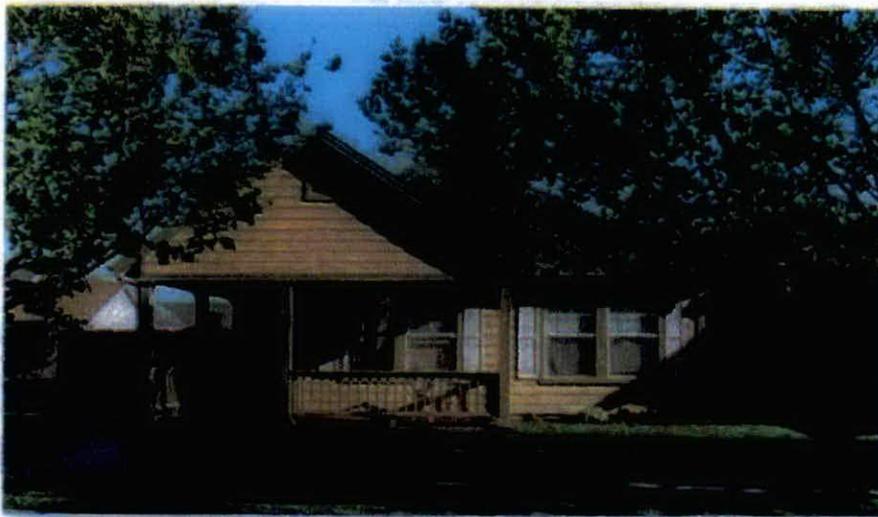
**SACRAMENTO REGION**

NeighborWorks Sacramento is one of only 10 USDA Self Help grantees in California.

USDA RD also provides the 523 TA Grants and 502 mortgages that fund the Self-Help program.



Committed to the future of rural communities



## PAST SELF HELP HOUSING IN WINTERS

Mercy Housing developed "The Village" with 76 Self Help homes in 2005.

NeighborWorks Sacramento acquired Mercy's Community Housing Department in 2010 and continued to build Self Help Housing.



## HOW DOES SELF HELP HOUSING WORK?

Groups of 8-10 families build the homes together

They work under the direction of our Construction Foremen

Families must commit to 35 hours a week of labor for 10-12 months

No down payment is required – the labor is the down payment!



## BENEFITS OF MUTUAL SELF HELP HOUSING

No downpayment – the labor is the downpayment

Affordable Monthly Payments  
(with the USDA payment subsidy)

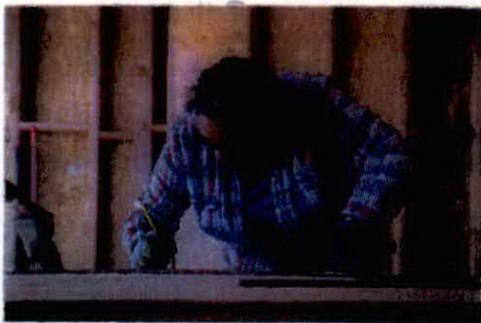
Low interest rates (3%)

Learn how to build and maintain your home (Roll trusses and sheet roof, painting, landscaping, run electrical wiring, etc.)

Bonding with neighbors and community

Pride of owning your own home

# SELF HELP HOUSING REQUIREMENTS



- Fair Credit Score (640) or non traditional credit
- Repayment ability
- Legal resident of the United States
- Willing to commit 35 hours a week for 10-12 months
- Income requirements

## Yolo County USDA Income Limits 2019

Family Size	50% AMI	80% AMI
1-4 persons	\$43,950	\$58,050
5-8 persons	\$70,300	\$92,800

## USDA LOAN VS. CONVENTIONAL MORTGAGE

Loan Type	Conventional	USDA 502 Direct
Appraised Value	\$299,000	\$299,000 
Sales Price	\$299,000	\$250,000
Down Payment 5%	\$14,950	0
Sweat Equity	0	\$42,000
Interest Rate	4.5%	3%
Term	30 Years	33 or 38 Years
Loan Amount	\$284,050	\$250,000

Arbuckle, CA

## MONTHLY PAYMENT DIFFERENCE

Loan Type	Conventional	USDA 502 Direct
Mortgage Payment (Principal and Interest)	\$1,405	\$972
Taxes	\$243	\$243
Private Mortgage Insurance	\$115	\$0
Homeowner's Insurance	\$50	\$50
Total Monthly Payment	\$1,813	\$1,265

You save over \$500 a month!

*Arbuckle, CA*

## **USDA 502 DIRECT LOAN — BEST MORTGAGE AVAILABLE!**

### **Moratorium**

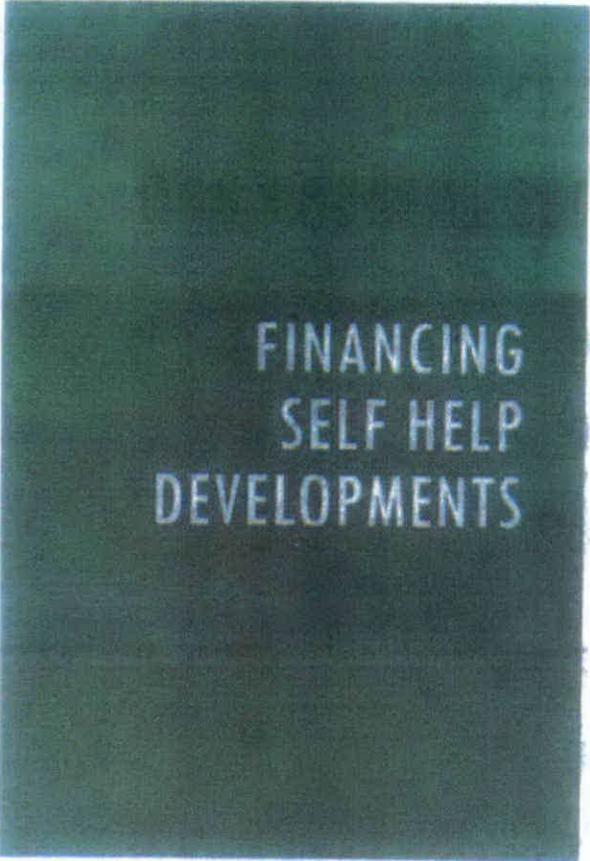
**This is a postponement of monthly mortgage payments for up to 2 years. This is available if you lose your income for reasons outside of your control.**

**At the end of mortatorium, the mortgage will be reamortized to include the amount deferred.**

### **Subsidy**

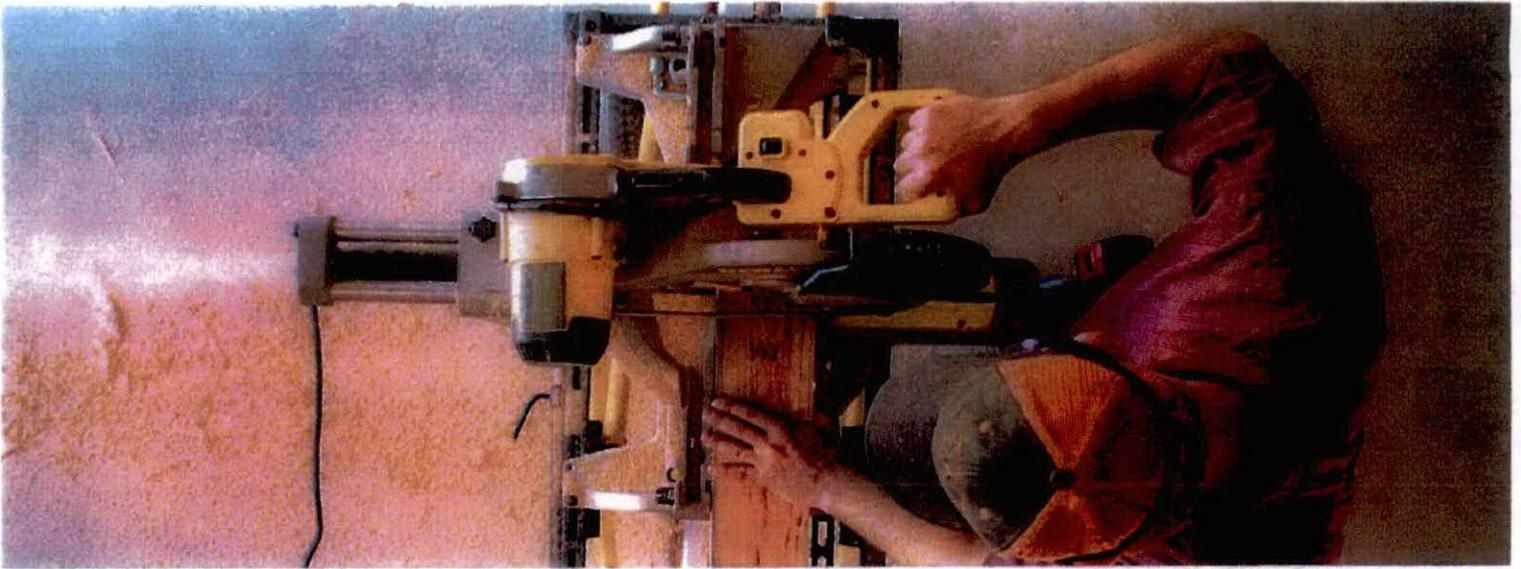
**The 502 Direct Loan ensures the monthly mortgage payment is no more than 30% of the household income. Therefore, eligible participants will receive a payment subsidy monthly from USDA.**

**Repayment of the subsidy occurs when the homeowner no longer occupies the property or they transfer title. The subsidy recapture is the lesser of the 1) total dollar amount of subsidy received or 2) 50% of the property's value appreciation.**



FINANCING  
SELF HELP  
DEVELOPMENTS

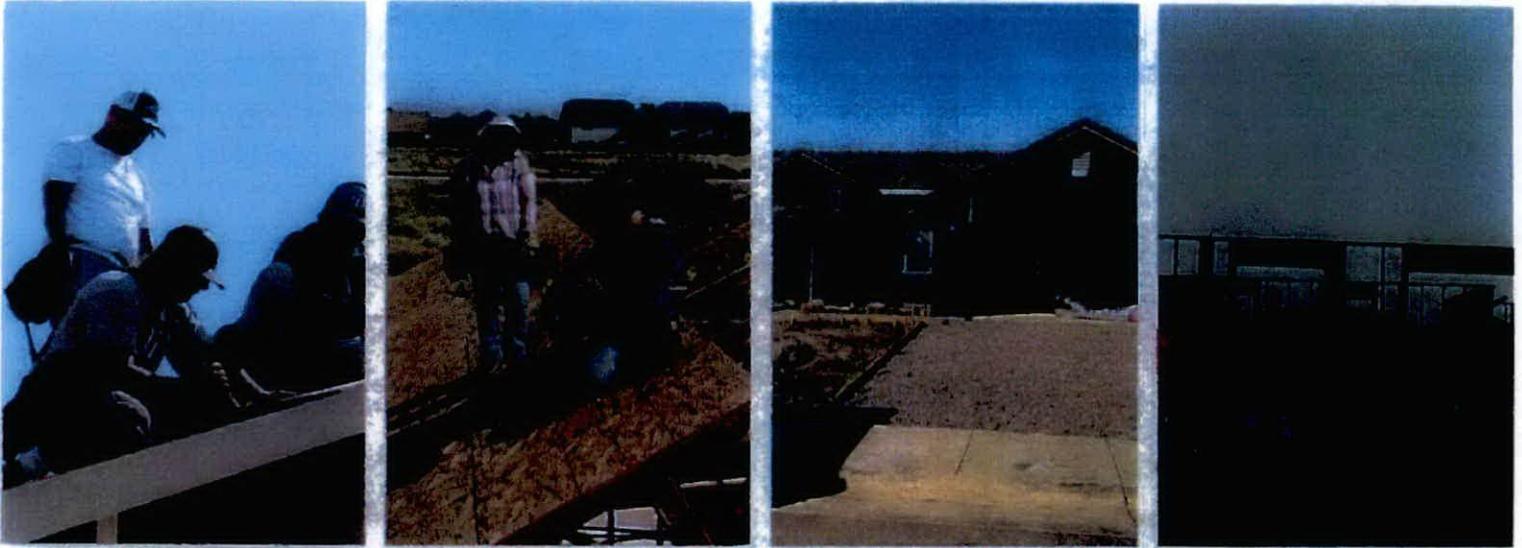
- Our Self Help projects have been funded by the following entities:
  - USDA RD 523 TA Grant
  - USDA RD 502 Mortgages
  - Yoche Dehe Wintun Nation grants
  - Housing Assistance Council's Homeownership Loan Program and Self Help Homeownership Opportunity Program
  - Wells Fargo grants
  - US Bank grants



## OUR CURRENT SELF HELP HOUSING DEVELOPMENTS



**VALLEY RANCH IN WILLIAMS, CA**  
GROUP 1 MOVED IN TO THEIR HOMES ON VALENTINE'S DAY 2019



GROUP 2 IS ALMOST DONE WITH  
CONSTRUCTION!

WILDWOOD  
ESTATES IN  
ARBUCKLE, CA



\$ The Self Help homes are appraised by USDA RD for \$300,000 and \$310,000.

฿ The homes are being sold at cost for \$240,000 and \$250,000.

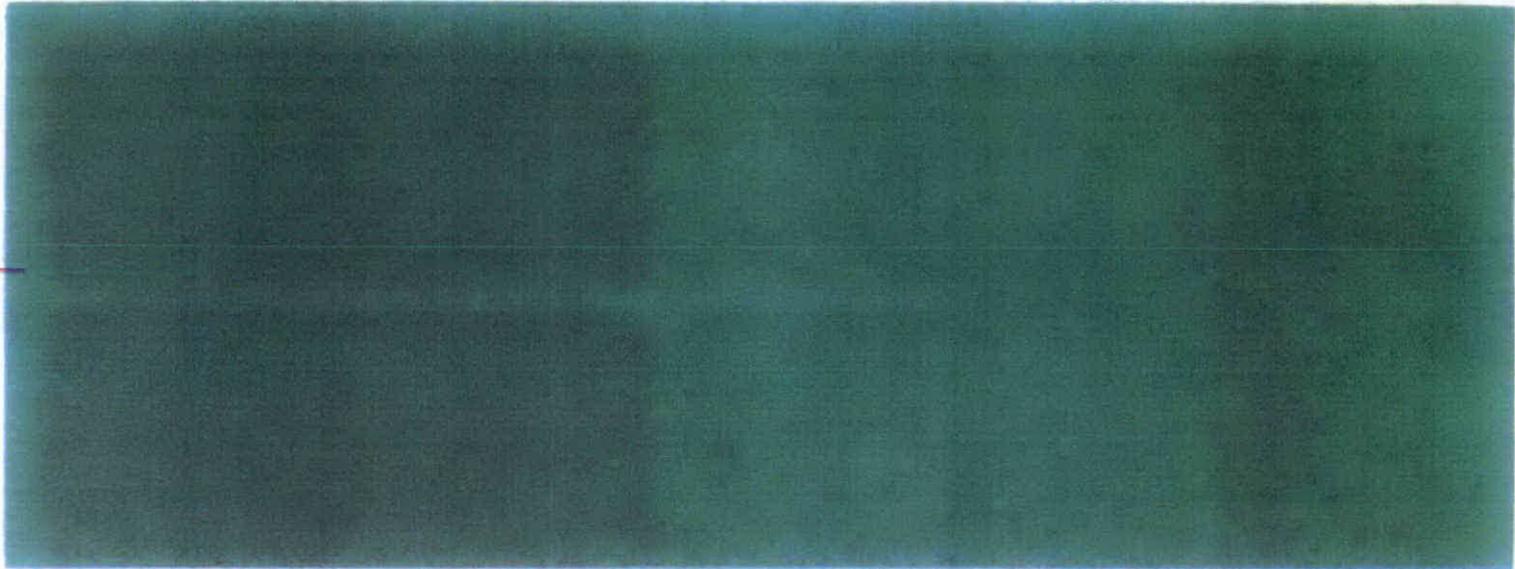
■ The families earn \$60,000 in sweat equity.

FAMILIES EARN SWEAT EQUITY THROUGH  
CONSTRUCTION LABOR (ARBUCKLE, CA)



## BUILDING A VILLAGE

The 8 families in Group 1 of the Wildwood Estates have 18 children between them. And the neighborhood is walking distance to the local elementary school and high school!



WHAT'S UNIQUE ABOUT OUR SELF  
HELP PROGRAM?

## WINTERS RESIDENTS & EMPLOYEES WILL BENEFIT

**Local Residents Benefit** – In our experience, most participants in our program reside in the community in which they build their Self Help home. Our Real Estate Development Team makes a concerted effort to market the program to current residents and employees of local businesses.



Attend Local Community Events



Local Apartment Complexes



Local Employers

# THIS IS WORKFORCE HOUSING

**Workforce Housing-** Most of our self help participants are farmworkers, food production workers, warehouse workers, and child care providers.



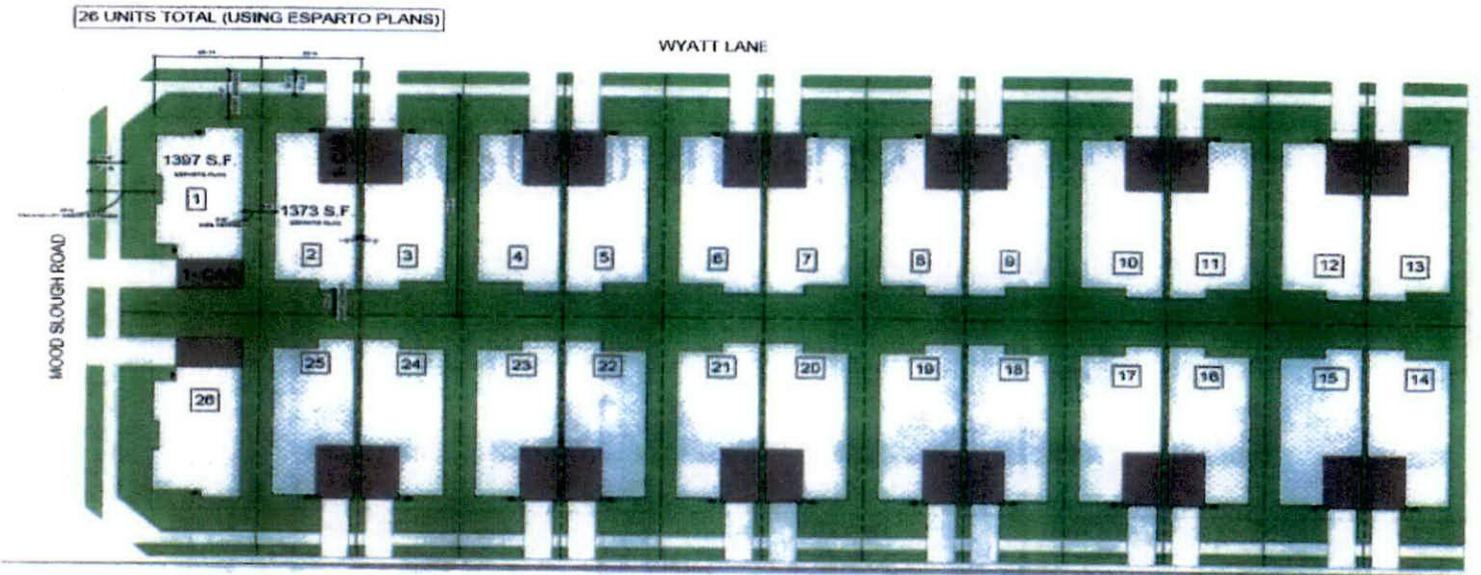
HOME BUYER  
EDUCATION AND  
HOUSING  
COUNSELING

**Homebuyer Education and Housing Counseling**  
– NeighborWorks Sacramento is a full service Homeownership Center that offers homebuyer education and free housing counseling that helps families prepare for homeownership and overcome any barriers, including credit issues.



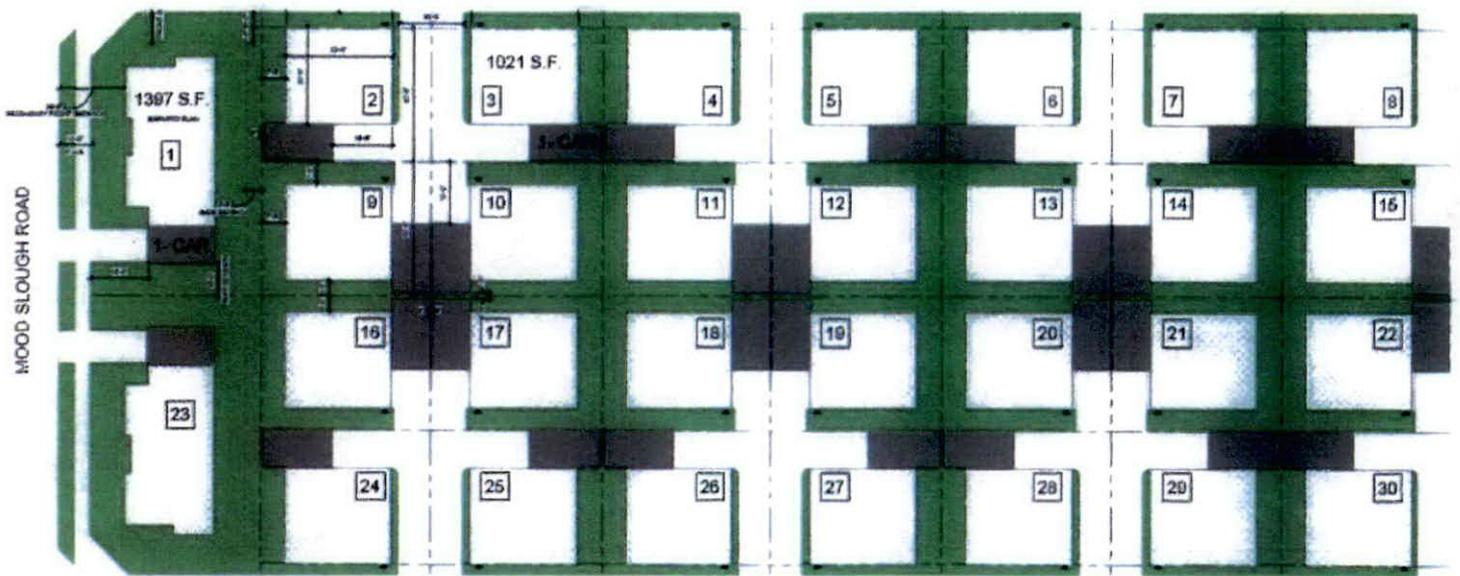
# OUR PROPOSAL FOR WINTERS, CA

26 Self Help  
Homes, priced  
below \$300,000



# PROPOSED SITE PLAN #1

By Ellis Architects



## PROPOSED SITE PLAN #2

By Ellis Architects

## DESIGN OF THE HOMES

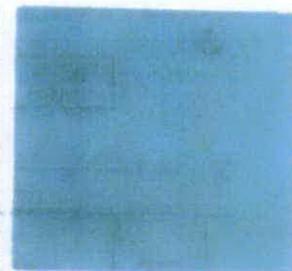
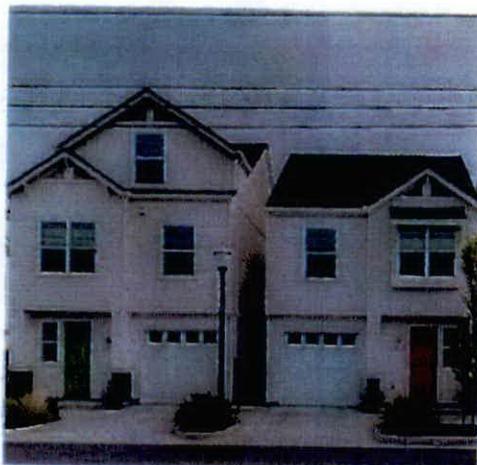
Single story

1,373 square feet

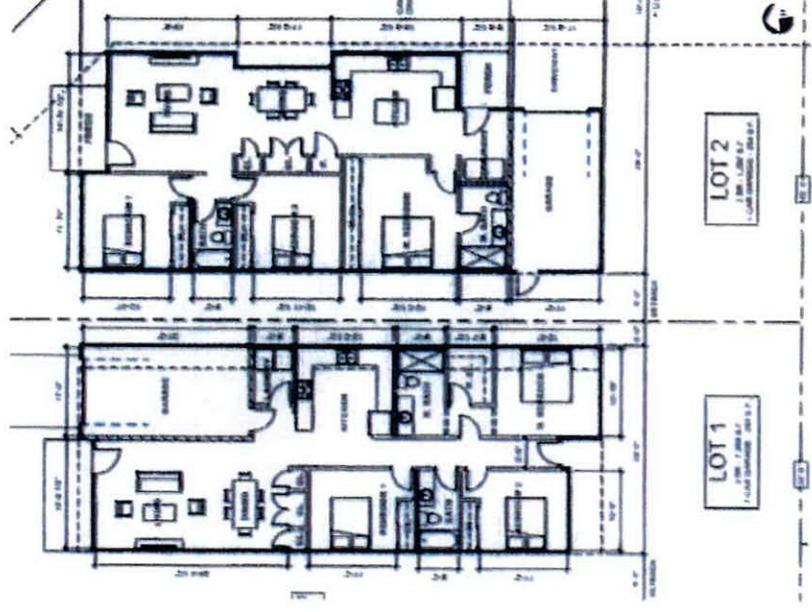
3 bedroom, 2 bath models

4 elevation choices

 ELLIS ARCHITECTS



# SAMPLE FLOOR PLAN



SELF HELP  
HOUSING IN  
WINTERS



26 homes on 2 acres



Price Point: under \$300,000



3 bedroom/2 bath homes  
with 1,373 sq ft and 1 car  
garage

## LAND DONATION IS KEY TO AFFORDABILITY

- Cost of land in Northern California is one of the biggest barriers to development.
- Finding finished lots in rural Northern California is nearly impossible. We are excited at the prospect of collaborating with the City of Winters to secure infrastructure funding from state, federal, and private sources.
- Donation of the land is the only way to make sure the homes are affordable to homebuyers earning 80% AMI or below.

## NO LOCAL SUBSIDY NEEDED

- Separate from the land donation, we do not anticipate needing a subsidy from the City of Winters or Yolo County.
- Self Help Housing does not require a down payment, the 502 loan covers all the construction costs, and the family's labor reduces the home price significantly.

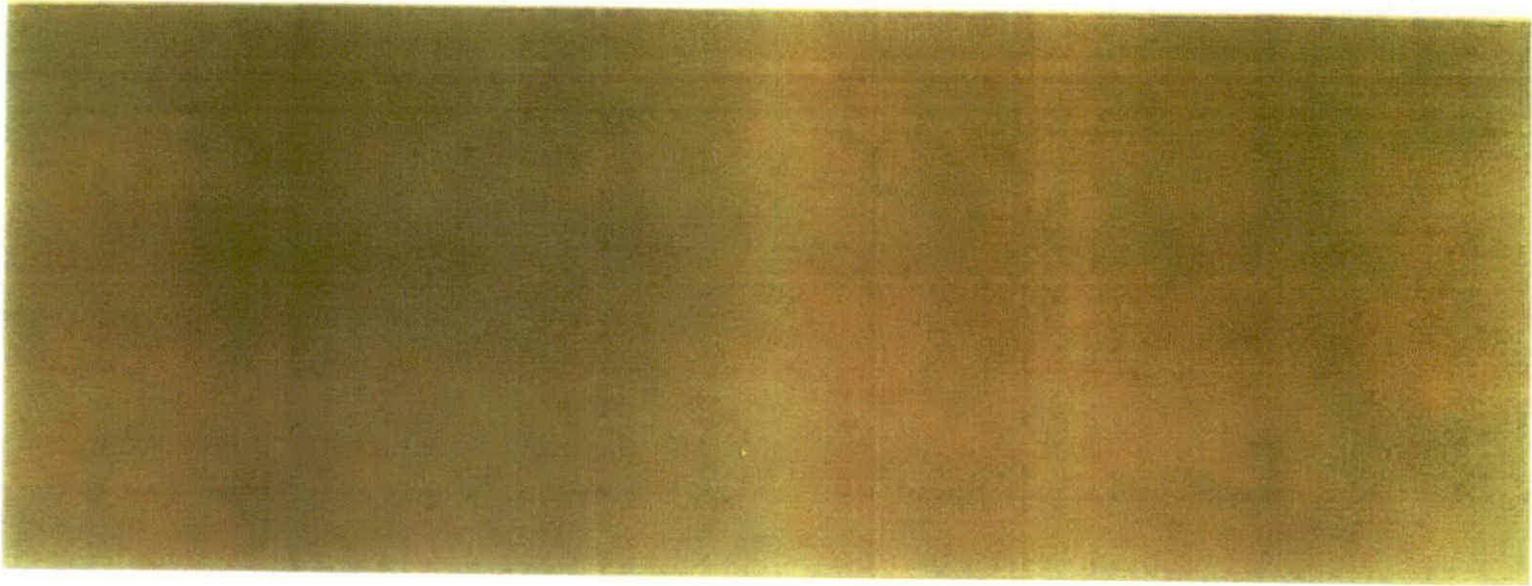


## KEY BENEFITS TO THE CITY OF WINTERS

Provide a rare opportunity for affordable homeownership in a high opportunity neighborhood.

If the land is donated, it can be used as leverage to attract state, federal, and private funding.

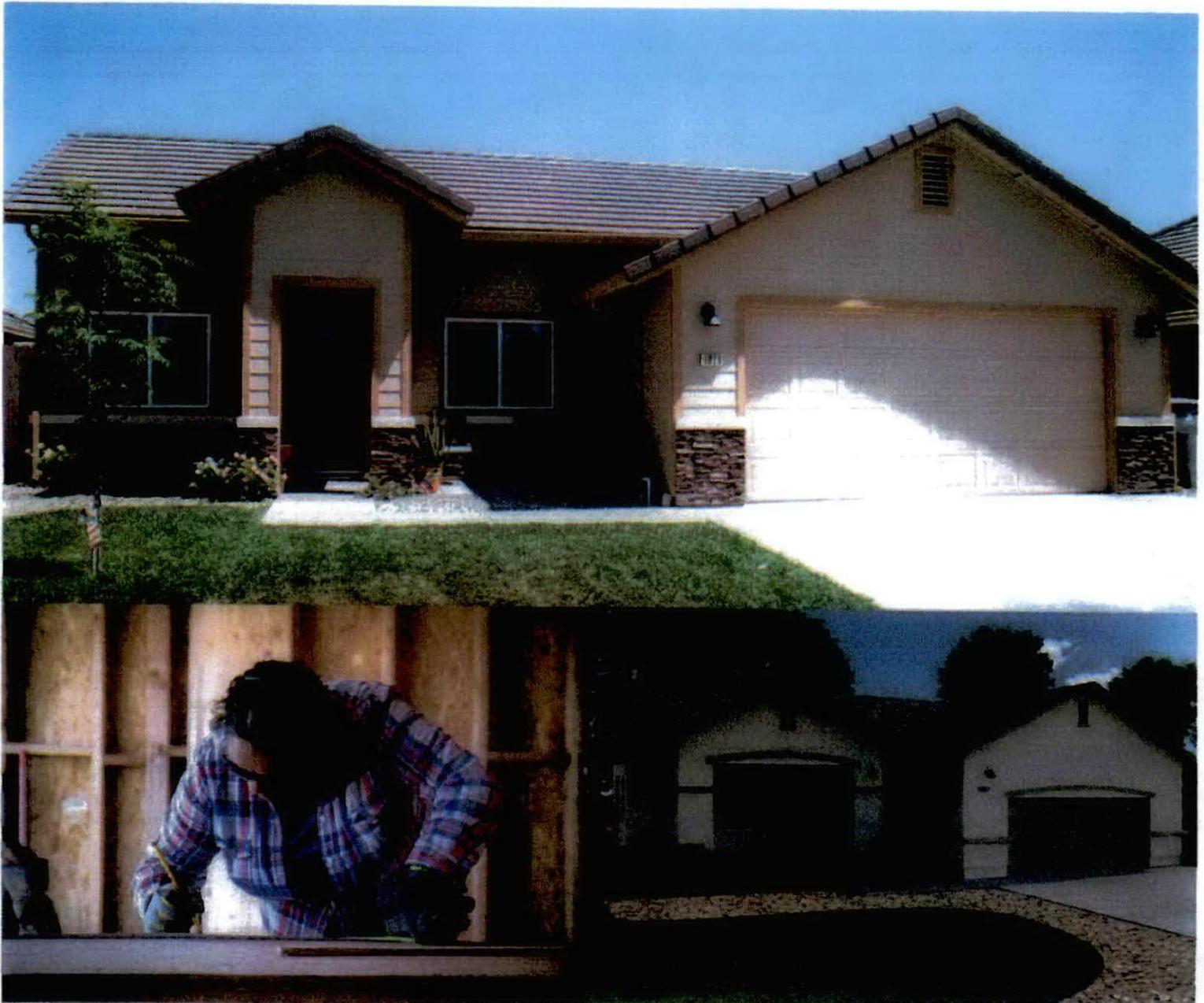
On average, self help homebuilders stay in their homes for 20 years.



THE END

# *Self Help Housing*

*A program offered by  
NeighborWorks Homeownership Center Sacramento Region*



## About NeighborWorks Homeownership Center Sacramento Region

NeighborWorks® Sacramento is a community based non-profit dedicated to building stronger communities. Established in 1987, NeighborWorks® Sacramento offers housing counseling, homebuyer education, community engagement, neighborhood beautification, and real estate development throughout our 11 county service region. Our Real Estate Development Team has rehabilitated 183 houses and constructed 50 new homes.

### What is Self Help Housing?

Mutual Self Help Housing is an affordable homeownership program through the United States Department of Agriculture (USDA) Rural Development. In Self Help Housing, the families build 65% of the home themselves, with the remaining technical work done by subcontractors. Our Construction Foremen are on site to train and guide participants. Self Help requires no down payment and USDA offers an affordable mortgage with interest rates (currently at 3%). Participants learn how to build their own home and gather a tremendous amount of construction experience by the end of the home building process.

### What Makes NeighborWorks Sacramento's Self Help Program Special?

- NeighborWorks Sacramento is proud to be one of only 10 self help grantees in California.
- Quality of Construction - Our Self Help Homes utilize high quality construction materials and techniques. The CA USDA office often praises the quality of our Self Help homes.
- Local Residents Benefit - In our experience, most participants in our program reside in the community in which they build their Self Help home.
- Workforce Housing - Most of our self help participants are farmworkers, food production workers, warehouse workers, and child care providers.

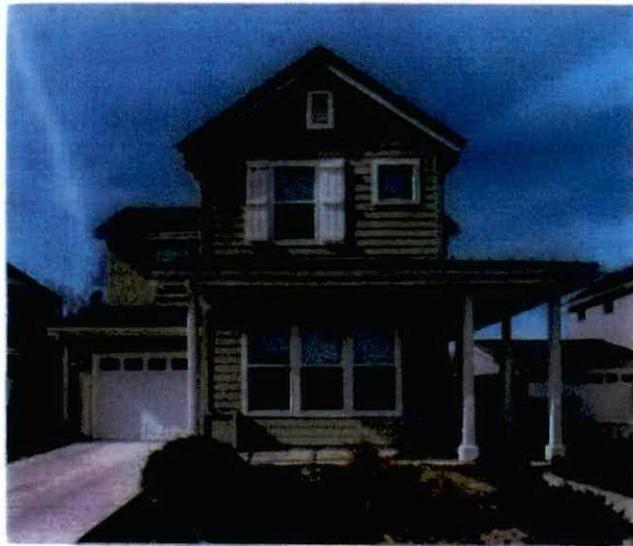


### Building a Village

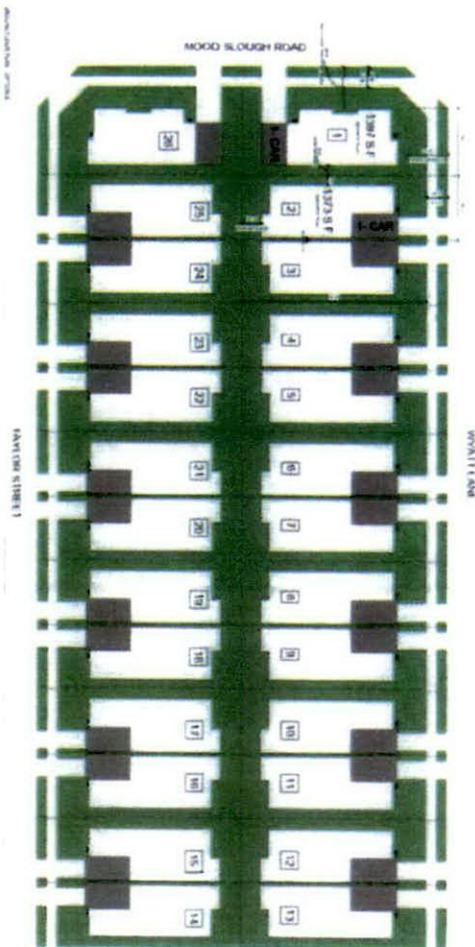
This is Group 1 of our Self Help development in Arbuckle, CA. These 8 families have 18 children between them and the neighborhood is walking distance to the local high school and elementary school!

## Our Self Help Proposal for Winters, CA

NeighborWorks Sacramento proposes a 26 Self Help development on the 2 acre parcel granted to the City of Winters. The targeted price point would be under \$300,000 and participants need to earn at or below 80% of the Area Median Income. The homes would have 3 bedrooms, 2 bathrooms with 1,373 square feet and a 1 car garage. The Self Help Program also allows homebuyers to choose between 3 different floor plans and 4 elevations. These homes would be energy efficient with solar panels, Energy Star appliances, and Water wise appliances.



Sample home design from Ellis Architects



This is the proposed site plan developed by Ellis Architects.

### Key Benefits

- On average, self help builders stay in their home for 20 years.
- The USDA mortgage provides a subsidy that ensures the monthly mortgage payment is no more than 30% of the household income. Therefore, this program provides long term stability and is often less than rent.
- This is a rare opportunity for lower-income residents to put down roots in a high opportunity community. It would truly be a mixed income community.
- If the land is donated, it can be used leverage to attract state, federal, and private funding.

### Yolo County USDA Income Limits 2019

Family Size	50% AMI	80% AMI
1-4 persons	\$43,950	\$58,050
5-8 persons	\$70,300	\$92,800

## Current Developments



The Wildwood Estates in Arbuckle, CA is a mixed income community featuring 17 Self Help Homes and 9 contractor built homes. Construction will begin in January 2020.

Valley Ranch in Williams, CA features 20 Self Help Homes. This project was Colusa County's first affordable housing development in 10 years. Ten homes were completed in February 2019 and the other 10 will be finished in December 2019.



## Future Developments

1. Homeownership for Farmworkers with Yolo County Housing Authority in Esparto, CA.
2. Community Empowerment and Development Project in Del Paso Heights, Sacramento, CA
3. Self Help Housing in Esparto, CA.



NeighborWorks Sacramento Office  
2411 Alhambra Blvd, Suite 200  
Sacramento, CA 95817

(916) 661-5643  
Selfhelp@nwsac.org  
www.nwsac.org



Committed to the future of rural communities



NeighborWorks®  
HomeOwnership Center  
SACRAMENTO RE2020N



CITY COUNCIL  
STAFF REPORT

DATE: January 21, 2020  
TO: Mayor and City Council  
Chair and Planning Commission  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: Workshop on Community Engagement

---

**RECOMMENDATION:**

That the City Council and Planning Commission participate in a workshop to provide input on the development of a community engagement plan for the City of Winters.

**BACKGROUND:**

In 2020 and 2021, we will be working on a number of key planning efforts including the City's Housing Element, SB 2 funded projects, the development of a Climate Action Plan and a City limits specific plan. The goal of the January 21 workshop is to begin the development of a community outreach and engagement strategy to help facilitate a broad cross-section of community input into these important subjects.

This Joint Workshop of the City Council and the Planning Commission is to focus on the development of a Community Engagement Strategy for the City of Winters. The workshop will NOT include or focus on any specific issues or topics other than community engagement.

We will be covering many issues over the next few years including our Housing Element, Climate Action Plan, SB 2 Planning Topics and a City Limits Specific Plan. THIS IS NOT THAT MEETING! This is an opportunity for us to get input on outreach and engagement **before** we begin anything specific on any topics. This is foundational and a chance for us to begin the groundwork for how we will get input on the bigger issues. How we outreach and communicate is a critical component, so we are starting now by trying to get input up front on the how we do it.

Some specifics on the goals of the meeting:

- **Why and the purpose of this meeting:** To gain input on key questions which will contribute to the development of an overall community engagement plan for the City of Winters.

# R-4 Lot

## Stone's Throw Subdivision

**APN:**  
030-414-022

**Zoning Designation:**  
R-4 High Density Multi-Family Residential  
**Land Use Designation:**  
HR High Density Residential



## Workshop on Community Engagement

Agenda Report- January 21, 2020

Page 2

- **Tasks Planned:** A facilitated list of questions which will allow participants to provide input on aspects of the plan.
- **Who is invited and How can people participation:** Any interested persons are invited and people can participate either in person, on Facebook Live or through a Google Docs Form which will be posted both before and after the meeting.
- **Translation:** All questions will be in english and spanish in person on the Facebook Live feed and on the Google Docs Form.
- **Input:** This is a workshop and we will be summarizing and consolidating responses as best we can. Similar will be counted as same in some instances.

The workshop will include the following elements:

- A series of questions posed to participants and attendees to gain input on elements of the strategy.
- A smart phone polling feature which will allow people to submit responses to the posed questions. For those who do not wish to use the smart phone, 3X5 cards will be available.
- Streaming on Facebook Live to allow people to watch the workshop and submit responses to the same questions.
- A Google Docs Form will be developed and pushed on social media for responses from persons not at the meeting.

### **Questions for Workshop:**

Here are the Questions we will be asking folks:

- Who are the people, groups and stakeholders we want to reach?
- How do we get their participation?
- What methods or vehicles should we use for outreach?
- Where do we get the outreach from people?
- What approach to getting input and participation?
- What types of incentives can we use to get participation?
- What are some key elements of a community engagement plan? What are the inputs we want to get from people?
- How should we communicate with people who want to be informed but are not interested in participating?

### **Ground Rules for the Workshop:**

- Let's focus on the questions so we can begin putting ideas together for getting community input.
- Listen and allow other opinions to be heard
- Be nice!
- No side bar conversations

## **Workshop on Community Engagement**

### **Agenda Report- January 21, 2020**

***Page 3***

- Show up on time and come prepared
- Stay mentally and physically present
- Contribute to the meeting goals
- Be respectful
- Think before speaking

Answers will be posted in the room and we will put them into an overall summary following the workshop.

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