



**Winters City Council Meeting**  
City Council Chambers, 318 First St., and Teleconference via ZOOM  
**Tuesday, August 18, 2020**

**To join the Regular Session ZOOM meeting @ 6:30 p.m.:**

<https://us02web.zoom.us/j/89593027868>

**Meeting ID: 895 9302 7868**

**Or to Dial in by Phone: 1-669-900-6833**

**AGENDA**

*Members of the City Council*

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

*Shelly Gunby, Acting City Manager  
Ethan Walsh, City Attorney  
Tracy Jensen, City Clerk*

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**5:30 p.m. – Executive Session**

Safe Harbor for Closed Session Pursuant to Government Code Section 54954.5

1. Pursuant to Government Code Section 54957 - Conference with Legal Counsel – Public Employment – Interim City Manager

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**6:30 p.m. – Regular Session**

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 comment time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

## COUNCIL/STAFF COMMENTS

### PUBLIC COMMENTS

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

### CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 21, 2020 (pp. 5-15)
- B. Resolution 2020-38, a Resolution of the City Council of the City of Winters to Consent to Accept an Irrevocable Offer of Dedication (IOD) of Right of Way for the Winters Highlands (Stone's Throw) Phase 1 Subdivision and Direct the City Clerk to Sign and Record the Certificate of Acceptance with the County Recorder (pp. 16-33)
- C. Resolution 2020-32, A Resolution of the City Council of the City of Winters Outlining Workers' Compensation Coverage for City Volunteers (pp. 34-36)
- D. Agreement with Public Works 1 for Pavement Condition Assessment (pp. 37-47)
- E. Contract with TelStar for Lift Station 1 Repairs (pp. 48-50)
- F. Resolution 2020-44, a Resolution of the City Council of the City of Winters Approving an Updated Salary Schedule (pp. 51-63)

- G. Resolution 2020-45, A Resolution of the City Council of the City of Winters for the Appointment of Primary and Alternate Representatives on the Yolo Emergency Communications Agency (YECA) (pp. 64-65)
- H. Authorization to Enter into Exclusive Negotiation Agreement (ENA) with NeighborWorks Sacramento (pp. 66-74)

## PRESENTATIONS

Presentation of Proclamation in Recognition of Outgoing City Manager John W. Donlevy, Jr. by Mayor Wade Cowan

## DISCUSSION ITEMS

1. Public Hearing and Introduction of Ordinance 2020-05, an Ordinance of the City Council of the City of Winters Rezoning NeighborWorks Subdivision to Add a Planned Development (PD) Overlay Zone; Adopt Resolution 2020-43, a Resolution of the City Council of the City of Winters Approving the Tentative Subdivision Map for the NeighborWorks Subdivision (pp. 75-98)
2. Resolution 2020-40, A Resolution of the City Council of the City of Winters Providing for the Adoption of Personnel Policies (pp. 99-176)
3. Consideration of Resolution 2020-46, A Resolution of the City Council of the City of Winters Approving a Part-Time Employment Agreement with John W. Donlevy, Jr. for Completion of Existing Projects and Transition of City Manager Position (pp. 177-185)
4. Consideration of Resolution 2020-47, A Resolution of the City Council of the City of Winters Appointing Shelly Gunby as Interim City Manager and Approving an Employment Agreement with Shelly Gunby for the Position of Interim City Manager (pp. 186-193)
5. Housing Element Schedule and Outline (pp. 194-199)

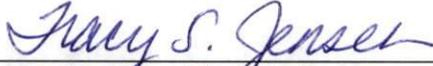
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## CITY MANAGER REPORT

## INFORMATION ONLY

## ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 18, 2020 regular meeting of the Winters City Council was posted on the City of Winters website at [www.cityofwinters.org](http://www.cityofwinters.org) and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on August 13, 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)

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

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*City Hall – Finance Office - 318 First Street*

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Minutes of the Regular Meeting of the Winters City Council  
Held via Teleconference (ZOOM) on July 21, 2020

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**Executive Session**

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

City Attorney Ethan Walsh reported that no reportable action was taken for either Executive Session item.

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**Regular Session**

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

Present: Council Members Harold Anderson, Jesse Loren, Pierre Neu, Mayor Pro Tem Bill Biasi, Mayor Wade Cowan

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, Management Analyst Kristine DeGuerre, Building Official Gene Ashdown, City Clerk Tracy Jensen

Assembly member Cecilia Aguiar-Curry led the Pledge of Allegiance.

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

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

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

PUBLIC COMMENTS: Kate Laddish, 400 Morgan St., thanked City Staff, particularly Diana Tafolla, for getting the pool reopened for lap swim while meeting County protocols regarding COVID-19.

CONSENT CALENDAR

- A. Minutes of the Special Meeting of the Winters City Council Held on Thursday, July 2, 2020
- B. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 7, 2020
- C. Second Reading and Adoption of Ordinance 2020-04, an Ordinance of the City Council of the City of Winters Rezoning Walnut Lane 10 Subdivision (APN 030-050-019) to Add a Planned Development (PD) Overlay Zone and Adopting PD Overlay Zone Regulations
- D. Designation of a Voting Delegate and Up to Two Alternate Voting Delegates for the League of California Cities Annual Conference & Expo
- E. Resolution 2020-35, A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills and Requesting Collection of Charges on Tax Roll
- F. Resolution 2020-36, a Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Requesting Collection of Charges on Tax Roll
- G. Council Approval of Agreement Between the County of Yolo and the City of Winters for Animal Control Services for Contract Year 7/1/2020 – 6/30/2021
- H. Council Approval to Purchase Spray Heads for North Spray Field
- I. Final Acceptance of Public Improvements for Winters Highlands (Stone's Throw) Phase 1 Subdivision
- J. City Engineering Services – Ponticello Enterprises, Inc.
- K. Facility Use Agreement with Solano Community College District for the Solano Community College Fire Academy
- L. Resolution 2020-41, a Resolution of the City Council of the City of Winters Authorizing the Sale of Personal Property

City Manager Donlevy gave an overview. For Consent Items E & F regarding delinquent utility bills and solid waste bills, residents will have the opportunity to remit payment up until August 1<sup>st</sup> to have their properties removed from the tax rolls.

Motion by Council Member Neu, second by Council Member Loren to approve the Consent Calendar. Motion carried with the following roll call vote:

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

### PRESENTATIONS

1. Presentation of Certificate of Recognition to City Manager John W. Donlevy Jr. by Senator Bill Dodd and Assembly Member Cecilia Aguiar-Curry for His Outstanding Service to the City of Winters

District 3 State Senator Bill Dodd said he was honored and privileged to present a certificate to City Manager Donlevy. Senator Dodd said he represents 22 cities in Senate District 3 and in his six years has never seen a City Manager that is so engaged and cared so much about their community. Senator Dodd added that John is called upon when there is an issue and regularly participates in Rotary Club activities, including cooking eggs and pancakes for the Rotary breakfast and he's sorry to see him leave the City of Winters. Senator Dodd concluded by saying you can't hold a candle to John's commitment, knowledge, and passion. He is the best of the best and we thank him for all he has done. City Manager Donlevy thanked Senator Dodd and said he appreciated his comments, adding that the feeling is mutual. It takes a team and Senator Dodd's representation of Winters is tremendous.

District 4 State Assembly member Cecilia Aguiar-Curry said it was with a heavy heart that she was presenting this Certificate of Recognition to City Manager John Donlevy. Assembly member Aguiar-Curry said she started her career in Winters, where they worked so hard together, adding that she owes a lot of her success to John, who has been instrumental in mentoring people throughout the community and she is fortunate that she will be able to work with him at the State level on the Local Government Commission. John is loyal to a fault and there are not many you will find as a replacement who will be as loyal and committed to the City as John. Assembly member Aguiar-Curry added that John would periodically send letters (she referred to them as love letters) to Council to remind them of their hard work and accomplishments. He also sent out his Friday updates, letting everyone in the community know what's happening. John and his family will continue to do wonderful things for the City of Auburn and from the bottom of her heart she thanked John for all he has done.

City Manager Donlevy thanked Assembly member Aguiar-Curry for her kind words and for providing great leadership and a high level of excellence. He has worked with several City Council members and electeds, and the ability to have unfiltered, honest conversations has made a difference. The reason we are the best is because people like Cecilia got Winters to the table, and Council Member Loren will continue this work with the League of California Cities. City Manager Donlevy thanked Assembly member Aguiar-Curry and said he appreciated all the accolades.

Mayor Cowan thanked Senator Dodd and Assembly member Aguiar-Curry for attending.

2. Climate Action Plan Update by Christopher Flores, Civic Spark Fellow

Christopher Flores, Civic Spark Fellow, provided a power point presentation that included the project overview: updating the City's Climate Action Plan (CAP) and forming a community action group to advise planning and final development of the document. State legislation requires cities and counties to reduce their GHG (greenhouse gas) emissions and must also address current climate impacts related to safety in local planning related documents. The City's CAP identifies feasible GHG reduction measures as well as adaption strategies for local climate impacts like wildfire, air quality, and excessive heat. The current CAP board, consisting of six Winters residents, are responsible for planning and developing the CAP, which will be brought before Council for approval. An upcoming commission will be tasked with completing a set of implementation tasks identified by board members, and lastly, progress towards these goals will be evaluated in 2023.

David Springer said he appreciates Chris' work and said this plan is an ambitious goal and asked what kind of policies the City can put into place to accomplish this goal. Valley Clean Energy (VCE) would like to provide program information to help meet this goal. Chris said VCE will play a big part in 2021 when Winters residents will begin receiving their generation from VCE as their energy source. More opportunities to collaborate will be incorporated into the document.

Mayor Pro Tem Biasi referred to Fig. 2, the pie chart showing the City's Communitywide GHG emissions by sector and asked how the 81% in on-road transportation can be reduced. One solution is to attract more businesses, so people don't have to drive out of town. The less road miles traveled, the better off we'll be. Christopher said the board is refining plans and documents to incorporate new strategies, including the opportunity to explore how transportation has changed. On-Road Transportation is the largest share but is also where the largest opportunity lies.

Kate Laddish, 400 Morgan, liaison to the CAP Development Board from the Winters Putah Creek Committee (WPCC), said jobs and opportunities for employment in Winters and a way for people to avoid commuting into or out of Winters is being

discussed, while looking at the job/housing balance and making sure the two are compatible. Kate also thanked Christopher for his work on this project as he begins wrapping up.

Council Member Loren also thanked Christopher and said VCE has 42% renewable energy with 75% carbon free and hopes to have a better mix in the future. Also, Yolo County Transportation District (YCTD) has minibuses available. Reduce GHG by calling and arranging microbus rides. Council Member Loren and Mayor Cowan thanked Christopher and the entire committee for all their hard work.

3. Waste Management Residential Overage/Contamination Fee Program Implementation - Preface and Overview by Kristine DeGuerre, Presentation by Kayla Rodriguez, Waste Management

Environmental Services Manager Kristine DeGuerre said an agreement with Waste Management (WM) was executed on 11/6/18 to implement an overage and contamination program. This program was discussed by Council on 5/1/19 and then postponed by WM until now. Kristine introduced Kayla Rodriguez of Waste Management, who gave a power point presentation with plans to follow up after a 60-day campaign.

Mayor Pro Tem Biasi explained the importance of educating the public on this new pilot program, with Winters being the first city in the state to utilize this new technology. Flyers get misplaced, but the stickers on the containers are very helpful, although they tend to fade and asked about the distribution of new replacement stickers. Jeremy Berry, Waste Management District Manager, said they can put a plan in place within the next 60 days. WM is looking at a proactive approach by providing carts with updated stickers. Mayor Pro Tem Biasi asked if there was a local phone number that customers can call, or a corporate Waste Management number. Kayla said their call center is located in Arizona but they have a specialized team to address this new program and she can troubleshoot any problems the City may have. Mayor Cowan thanked Kayla for her presentation.

### DISCUSSION ITEMS

1. Public Hearing to Consider Uses for SB2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for Assistance to Cities & Counties

City Manager Donlevy gave an overview and said the program funding includes two cycles: the first year, and years two through five. During the first cycle, program funds could be used for pre-development and acquisition to promote the construction of housing. During the second cycle, program funds could be used for development and

for the first-time home buyer's program, mostly for moderate level housing like the NeighborWorks 24-unit self-help (sweat equity) project on Taylor Street in the Stone's Throw subdivision. If the resolution being presented tonight is adopted, staff will put together and submit the grant application.

Regarding the City Manager's statement about the second cycle being used for moderate income homes, Council Member Neu asked if the funds can be changed if we have an opportunity to do lower cost homes. City Manager Donlevy said yes, but the annual allocation has to be spent within the year and it's important to be able to forecast the types of programs you know can be completed in that time. Based on the earlier comments made by Mayor Pro Tem Biasi about reducing GHG by reducing vehicle miles traveled, Council Member Loren asked if this money could be part of a priority to reduce GHG by putting money towards homes for teachers, first responders, and community members. City Manager Donlevy said for teachers, first responders and those who want to work and live in Winters, this is a perfect program. NeighborWorks will also provide first time homebuyer education.

Mayor Cowan opened the public hearing at 7:46 p.m.

Kate Laddish, 400 Morgan, asked about conducting a study to see what kind of housing is needed for people who live and work here and what kind of jobs are needed here to work here. These actions would cut down on the GHG and strengthen the community. Kate asked if this SB2 would be for a city limit specific plan or was that a different project. City Manager Donlevy said this SB2 and has the same set-up but with a different allocation of funds. SB2 planning funds are on one side. Direct allocation is on the other side, where the money becomes revolving money by being placed into a housing trust fund where it can come back to use as people repay the money. Staff is recommending pre-development & acquisitions in the first part, and providing loans to get people into homes in the second part.

Mayor Cowan closed the public hearing at 7:51 p.m.

Mayor Pro Tem Biasi asked if the City commits tonight, would the City be bound to it for the entire term or could it be modified. City Manager Donlevy said within a 5-year program, modifications by amendment may be allowed within the parameters of the program. Council Member Loren said she had worked with Nolan Sullivan from Yolo County and indicated income levels, education levels, and type of work will be considered in the City's decision through census data.

Motion by Mayor Pro Tem Biasi, second by Council Member Loren to adopt Resolution 2020-39, approving an application for \$532,699 over a five year period in funding from the State Housing and Community Development Department (HCD) from the Permanent Local Housing Allocation Program (PLHA) for housing-related projects and programs that assist in addressing the unmet housing needs in Winters, authorization to implement the PLHA Formula Allocation Five Year Plan, and if award, authorize the

execution of the grant agreement and any amendments for the project. Motion carried with the following roll call vote:

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

2. Public Hearing to Consider an Application for Funding Under the 2020-2021 Fiscal Year (July 1 to June 30) for State Administered Community Development Block Grant (CDBG) for \$79,129 Under the CARES ACT for COVID-19 Response and Recovery

City Manager Donlevy gave an overview and said he has been working with Winters Healthcare Foundation (WHF) regarding this funding, which has to go directly to COVID-related services and would be implemented into the community. Chris Kelsch, Executive Director of Winters Healthcare Foundation, said they would partner with the City to do what the City needs and will be ready to assist. COVID testing will continue for community members and businesses through the fall and into next year until a vaccine is available. They want to help and are committed to helping during COVID.

Council Member Neu said this is a good move for the City and WHF by putting us in a position to know the best thing to do with this money.

Mayor Cowan opened the public hearing at 7:59 p.m. and closed the public hearing at 7:59 p.m. with no public comments.

Mayor Pro Tem Biasi said he liked the idea of the City partnering with WHF and asked if some of the money could be used to purchase Personal Protection Equipment (PPE) for small businesses. He also like the idea of offering more testing. City Manager Donlevy said with Council approval, the resolution will direct staff to execute the grant agreement, submit fund requests, and work within the parameters of the agreement. Mayor Cowan said he agreed with Mayor Pro Tem Biasi about some of the funds being used for PPE for local businesses and also agrees with letting WHF administer the grant, adding he appreciates all they do for the community.

Motion by Council Member Neu, second by Council Member Loren to adopt Resolution 2020-37 approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2019-2020 funding year of the State CDBG-CV1 Program. Motion carried with the following roll call vote:

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

NOES: None  
ABSENT: None  
ABSTAIN: None

3. Consideration and Approval of an Executive Search Firm to Conduct a Recruitment for City Manager

Mayor Cowan said he and Mayor Pro Tem Biasi served as a subcommittee and held interviews, with two firms being interviewed. The committee is recommending Peckham & McKenney, who is best suited for a city our size. Bobbi Peckham brought John to Winters 19 years ago and is expecting no less from this recruitment. Mayor Pro Tem Biasi said the other firm, Bob Murray & Associates was good, but Peckham & McKenney already has the information on Winters and they are a good fit for our town. They are worth the extra money and they are available to start right away.

Jack Vickrey said the traits to look for in a City Manager should have similar traits as John, and thanked him for all of the good things he has done for the community. Council Member Loren said she reached out to some of the cities on the recruitment list, including the Mayor of Big Bear Lake, who gave his most enthusiastic endorsement for Peckham & McKenney. She also thanked Mayor Cowan and Mayor Pro Tem Biasi for the work they have done. Mayor Cowan said he did discuss with Bobbi Peckham about the possibility of getting community input on the process. They are looking at a survey for people to comment, make suggestions, or share ideas on what we should be looking for in our next City Manager.

Motion by Council Member Loren, second by Mayor Pro Tem Biasi to authorize a Professional Services Agreement with Peckham & McKenney, Inc. for executive search services for the hire of a new City Manager. Motion carried with the following roll call vote:

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

4. Consideration of a Resolution Calling a Special Election to Consider the Winters Urban Growth Boundary and Community Based Planning Initiative on November 3, 2020, to be Consolidated with the Statewide General Election

City Attorney Ethan Walsh said this is the next step in the process with the implementation of the settlement agreement the City entered into with KWW that set up

an alternative process to address the Urban Growth Boundary (UGB) part of the initiative. Before us is a joint measure consistent with the agreement the City entered into with KWW, which will do a couple of things. It will establish an UGB consistent with existing city limits that can't be moved without a vote of the public. Also included are some deviations from the existing ballot measure, which includes the UGB policy remaining in place for 20 years and not 30 years, when after that, the UGB will remain in place but can be altered without a vote of the people. Secondly, it eliminates from the existing ballot measure the requirement to update all city policies to be consistent with the proposed general plan amendment. Thirdly, it creates a new policy that sets out a process by which a community urban planning process can be engaged to address those areas outside the City limits but within the city's sphere of influence and other areas that are undeveloped within the City. Under this policy, the initial process would work as follows: assuming the ballot measure passes, the existing working group (Cowan, Neu, Polkinghorn, Hunter, Lagattuta) would meet to make recommendations to Council on members of a specific plan committee that would be charged with developing a specific plan. This committee would consist of two members of each of the following groups: City residents at large, City Council, Planning Commission, Keep Winters Winters, Winters business community, and non-resident stakeholders. Recommendations from this ad hoc committee would make their recommendations to Council and then Council will decide on the final members of the specific planning committee. This committee will be charged with developing a specific plan that consists of the two areas north of the city that are outside of the city limits but within the City's sphere of influence and all areas north of Moody Slough Road that are within City limits, essentially the undeveloped area north of the existing developed city. The goal is for a community-driven process where the community would develop a specific plan. Once it goes to Council, it will go through the normal process for the approval of the specific plan and if approved by Council, it would then go to a vote of the public. If approved, it would then become effective and the UGB will be moved to the outer limits of the specific plan area. If unsuccessful in the initial effort, the City could later go through the process again for a smaller area but would have to go through same process. This proposed measure, if approved tonight, could go on the November ballot and KWW would remove their item from the ballot not less than 88 days before election, or August 7<sup>th</sup>.

City Attorney said there were a few minor oversights in the measure to correct as follows: a typographical error in the final paragraph on the first page of resolution, the reference to urban developer should be urban development. Also, on the ballot measure there is a reference to the original UGB initiative. This new measure is being called Measure B, the Winters Urban Growth Boundary and Community Based Planning Initiative. The motion by Council should include these corrections.

Mayor Cowan said he and Council Member Neu, as well as the KWW representatives, have been working on this for some time. As outlined by City Attorney Walsh, this follows the agreement with KWW and this is a good way to go by taking care of concerns on both sides, the City's interest as well as KWW's interest.

Motion by Council Member Neu, second by Council Member Anderson to adopt Resolution 2020-42 with the specific changes, submitting to the voters at the November 3, 2020 election a measure that would amend the City's General Plan to establish an Urban Growth Boundary through November 3, 2040, and adopt a community driven planning process to develop a specific plan that would include certain lands outside the City limits but within the City's existing sphere of influence and certain other lands within the City limits. Motion carried with the following roll call vote:

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

Mayor Pro Tem Biasi thanked the ad hoc committee for all of their work and City Attorney Walsh for getting this done on time.

#### 5. August 4, 2020 City Council Meeting Cancellation

City Manager Donlevy recommended Council "go dark" on August 4<sup>th</sup> to allow for scheduled vacations and requested Council adjourn to the August 18<sup>th</sup> regular City Council meeting. Council unanimously agreed.

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CITY MANAGER REPORT: COVID-19 is very dynamic and has many new restrictions. Sitting in on three important weekly meetings reviewing COVID in Yolo County is like being in a tornado. The three weeks outlined by the Governor in the second shutdown is scheduled to expire at the end of the week. Complaints have been received and they are taken very seriously. Although Putah Creek is a popular recreation and swimming area, the recommendation is to go to Lake Solano or Solano Park. The section of Putah Creek between the dam and Solano Park is very dangerous and is not recommended for recreational use. The third water rescue occurred last weekend and these incidents ravage the staff. The fishing accesses are not for kids or amateurs. In trying to get the warning out, he asked everyone to be responsible.

This is the last meeting where the title of City Manager of Winters will be held. City Manager Donlevy thanked Council, the community, and said it's been a dream job, a dream city, with a dream team and he loves this town. Winters officially qualifies as his kid's hometown and will always be considered their hometown. John said he appreciated everything and is grateful for all that he has been given and will be back for a couple of other meetings. Thank you everyone.

Mayor Cowan said he truly appreciates all John has done for Winters. Being able to keep the same City Manager for 19 years is amazing, with the National average being 7 years, the State average being 4 years, and small cities an average of 1-2 years. You have done so much more than other City Managers do, and due to the dedication on your part, you will be dearly missed.

INFORMATION ONLY: None

ADJOURNMENT: At 8:28 p.m., Mayor Cowan adjourned the meeting to the August 18<sup>th</sup> regularly scheduled City Council meeting.

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Wade Cowan, MAYOR

ATTEST:

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Tracy S. Jensen, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** August 18, 2020  
**THROUGH:** Shelly Gunby, Interim City Manager *Shelly*  
**FROM:** Alan Mitchell, City Engineer  
**SUBJECT:** Irrevocable Offer of Dedication of Right of Way for the Winters Highlands (Stone's Throw) Phase 1 Subdivision

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

1. Adopt Resolution No. 2020 - 38, to consent to accept an Irrevocable Offer of Dedication (IOD) of Right of Way, for streets and an alley, for the Winters Highlands (Stone's Throw) Phase 1 Subdivision; and
2. Direct the City Clerk to sign and record the Certificate of Acceptance with the County Recorder.

**BACKGROUND:** The Winters Highlands Ph 1 Subdivision project consists of approximately 74 lots on approximately 20 acres, located at the north end of newly constructed W. Main Street. Phase 1 represents the first phase of the Winters Highlands Subdivision (Stones Throw) to move forward.

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

On June 19, 2018, the City Council adopted Resolution No. 2018-20, to consent to Irrevocable Offers of Dedication (IOD) for rights of way, public utility easements, and other lands, for the Winters Highlands (Stone's Throw) Phase 1 Subdivision. On December 18, 2018, the City Council adopted Resolution No. 2-19-77, to accept the IOD for the public utility easements.

The Phase 1 Final Map was approved by Council, on June 19, 2018, along with the Public Improvement and Maintenance Agreement, for required improvements within the public right of way.

**DISCUSSION:** Construction was started in August 2018 and the City Council accepted the public improvements on July 21, 2020, and a Notice of Completion was filed. Therefore, the City should accept the offers of dedication for rights of way. The affected streets are W Main, Wyatt, Chapman, Niemann, Taylor, and Moody Slough. The affected alley is Alley A. See attached Exhibit B.

Staff recommends the City Council adopt Resolution No. 2020 – 38, to consent to accept an Irrevocable Offer of Dedication (IOD) of Right of Way for streets and alley, for the Winters Highlands (Stone’s Throw) Phase 1 Subdivision; and direct the City Clerk to sign and record the Certificate of Acceptance with the County Recorder.

**ALTERNATIVES:** None recommended by staff.

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

**ATTACHMENTS:** Resolution No. 2020-38  
Exhibits A and B  
Certificate of Acceptance

**RESOLUTION NO. 2020-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO ACCEPT AN IRREVOCABLE OFFER OF DEDICATION (IOD) OF RIGHT OF WAY FOR THE WINTERS HIGHLANDS PHASE 1 FINAL MAP #4507.**

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

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

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

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

**WHEREAS**, said Map includes various road and alley rights of ways, public utility easements, a parcel for a city drainage ditch, a parcel for affordable housing, and a parcel for a wetland; and

**WHEREAS**, adoption of this Resolution will consent to the Irrevocable Offer of Dedication for the rights of way, as described and shown in attached Exhibits A and B, for the Winters Highlands Phase 1 Final Map #4507.

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

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

**PASSED AND ADOPTED** by the City Council of the City of Winters at its meeting held on August 18, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
Wade Cowan, MAYOR

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

**EXHIBIT A**

**LEGAL DESCRIPTION  
for  
THE CITY OF WINTERS**

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

**STREET RIGHT-OF-WAY PARCEL:**

BEGINNING at a point on the East line of said Parcel One, said point being distant the following three (3) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South  $00^{\circ}33'35''$  East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); 2) South  $82^{\circ}07'22''$  West 2,714.58 feet to the Northeast corner of said Parcel One; and 3) along the East line of said Parcel One, South  $00^{\circ}13'39''$  East 63.00 feet; thence, from said POINT OF BEGINNING and leaving said East line, South  $89^{\circ}43'21''$  West 570.49 feet; thence North  $62^{\circ}51'02''$  West 43.42 feet; thence South  $89^{\circ}43'21''$  West 384.46 feet; thence, along a curve to the left Concave Southeasterly, said curve having a radius of 18.00 feet through a central angle of  $89^{\circ}48'53''$  and having an arc distance of 28.22 feet; thence South  $00^{\circ}05'32''$  East 411.71 feet; thence, along a curve to the left, concave Easterly, said curve having a radius of 760.00 feet, through a central angle of  $08^{\circ}13'42''$ , and having an arc distance of 109.15 feet; thence South  $08^{\circ}10'08''$  East 67.18 feet; thence South  $51^{\circ}58'37''$  East 48.46 feet to a point on the North line of that Parcel of land described in Document No. 1999-0025340-00, said County Records; thence, along said North line, South  $84^{\circ}12'55''$  West 31.07 feet to the Northwest corner of said Parcel of land; thence, along the West line of said Parcel of land, South  $05^{\circ}47'05''$  East 60.00 feet to the Northwest corner of said Parcel Five; thence, along the North line of said Parcel Five, North  $84^{\circ}12'55''$  East 36.49 feet to the most Easterly corner of said Parcel Five; thence, along the Southeasterly line of said Parcel Five, South  $38^{\circ}01'23''$  West 50.52 feet to the most Southerly corner of said Parcel Five;



  
Bryan P. Bonino, L.S. 7521

  
Date

thence, along said West line of said Parcel of land as described in said Document No. 1999-0025340-00 the following three (3) courses and distances: 1) South 08°10'08" East 202.69 feet; 2) along a curve to the left concave Northeasterly, said curve having a radius of 467.80 feet, through a central angle of 39°33'50" and having an arc distance of 323.03 feet; and 3) South 47°43'58" East 73.49 feet to the most Northerly corner of that Parcel of land as described in Document No. 2008-0033093-00, said County Records; thence, along the West line of said Parcel of land being a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 45°34'17" West, said curve having a radius of 540.00 feet, through a central angle of 19°13'22", and having an arc distance of 181.17 feet to the Southwest corner of said Parcel of land; thence, along the South line of said Parcel One and Parcel Four, North 89°58'26" West 90.22 feet to an angle point in the South line of said Parcel Four; thence, leaving said South line being a non-tangent curve to the left concave Southwesterly, the radial line of said curve bears South 59°59'53" West, said curve having a radius of 460.00 feet, through a central angle of 20°18'42", and having an arc distance of 163.08 feet; thence, along a curve to the right concave Northeasterly, said curve having a radius of 540.00 feet, through a central angle of 42°08'41", and having an arc distance of 397.20; thence North 08°10'08" West 200.86 feet; thence North 53°10'08" West 49.50 feet; thence South 81°49'52" West 481.00 feet; thence South 83°47'54" West 51.64 feet to a point hereinafter called POINT "A"; thence North 10°26'18" West 76.51 feet; thence North 39°11'00" East 29.42 feet; thence North 08°10'08" West 68.96 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 1,389.00 feet, through a central angle 07°43'53", and having an arc distance of 187.43 feet; thence North 89°54'28" East 66.00 feet; thence, along a non-tangent curve to the left concave Easterly, the radial line of said curve bears North 89°32'43" East, said curve having a radius of 1,323.00 feet, through a central angle of 07°42'51", and having an arc distance of 178.13 feet; thence South 08°10'08" East 71.11 feet; thence South 53°10'08" East 28.28 feet; thence North 81°49'52" East 428.00 feet; thence North 36°49'52" East 49.50 feet; thence North 08°10'08" West 56.11 feet; thence, along a curve to the right concave Easterly, said curve having a radius of 840.00 feet, through a central angle of 08°13'16", and having an arc distance of 120.53 feet; thence North 00°05'32" West 409.22 feet; thence North 45°11'06" West 28.33 feet; thence South 89°43'21" West 75.41 feet; thence South 10°06'21" West 25.54 feet; thence South 00°05'32" East 405.97 feet; thence, along a curve to the left concave Easterly, said curve having a radius of 940.00 feet, through a central angle of 08°04'36", and having an arc distance of 132.51 feet; thence South 08°10'08" East 67.97 feet; thence South 18°22'23" East 23.49 feet to a point on the line hereinabove described as North 81°49'52" East 428.00 feet; thence, along said line, South 81°49'52" West 34.32 feet; thence, leaving said line, North 02°02'06" East 23.49 feet; thence

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

Containing 7.236 acres of land, more or less.

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

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

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

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

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

Containing 3.720 acres of land, more or less.

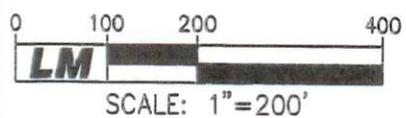
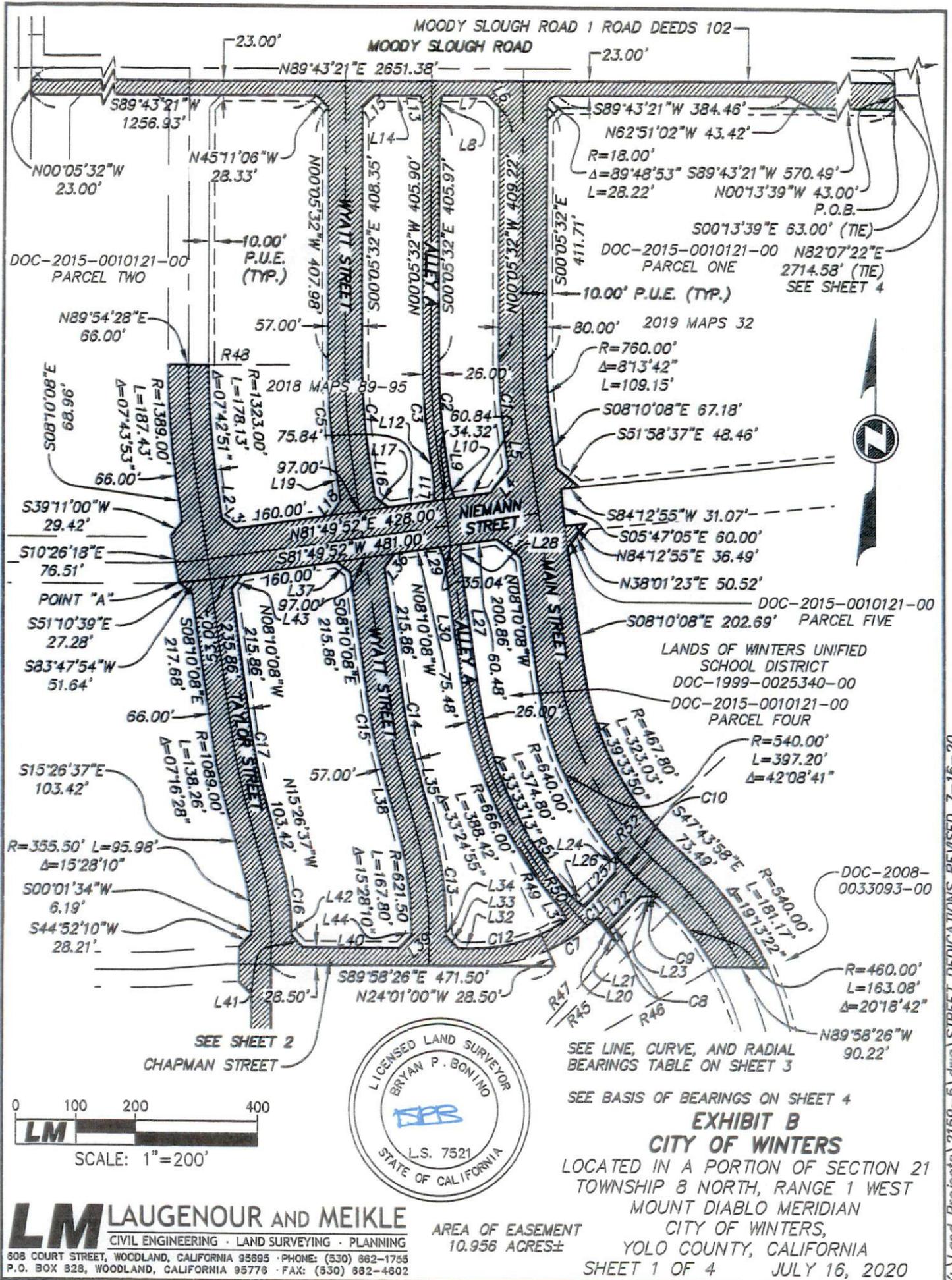
Total resultant area 10.956 acres of land, more or less.

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

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

End of description.

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



SEE LINE, CURVE, AND RADIAL BEARINGS TABLE ON SHEET 3  
 SEE BASIS OF BEARINGS ON SHEET 4

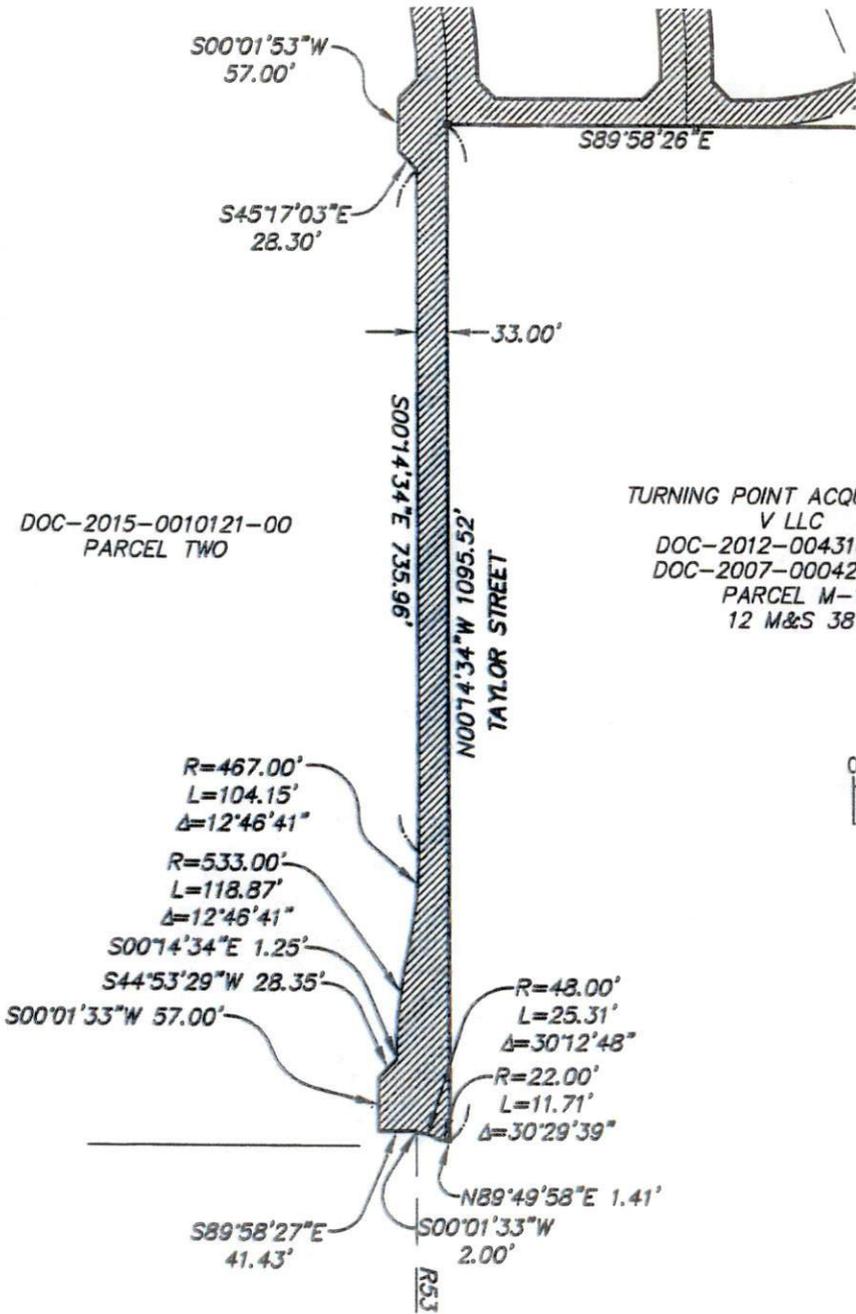
**EXHIBIT B**  
**CITY OF WINTERS**  
 LOCATED IN A PORTION OF SECTION 21  
 TOWNSHIP 8 NORTH, RANGE 1 WEST  
 MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS,  
 YOLO COUNTY, CALIFORNIA  
 SHEET 1 OF 4      JULY 16, 2020

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING  
 808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95778 · FAX: (530) 862-4802

AREA OF EASEMENT  
 10.956 ACRES±

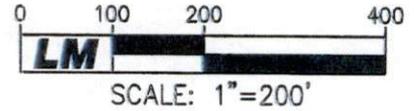
X:\V and Projects\2159-5\dwa\STRFT DEDICATIONS REVISED 7-16-20

SEE SHEET 1



DOC-2015-0010121-00  
PARCEL TWO

TURNING POINT ACQUISITIONS  
V LLC  
DOC-2012-0043107-00  
DOC-2007-0004208-00  
PARCEL M-1  
12 M&S 38

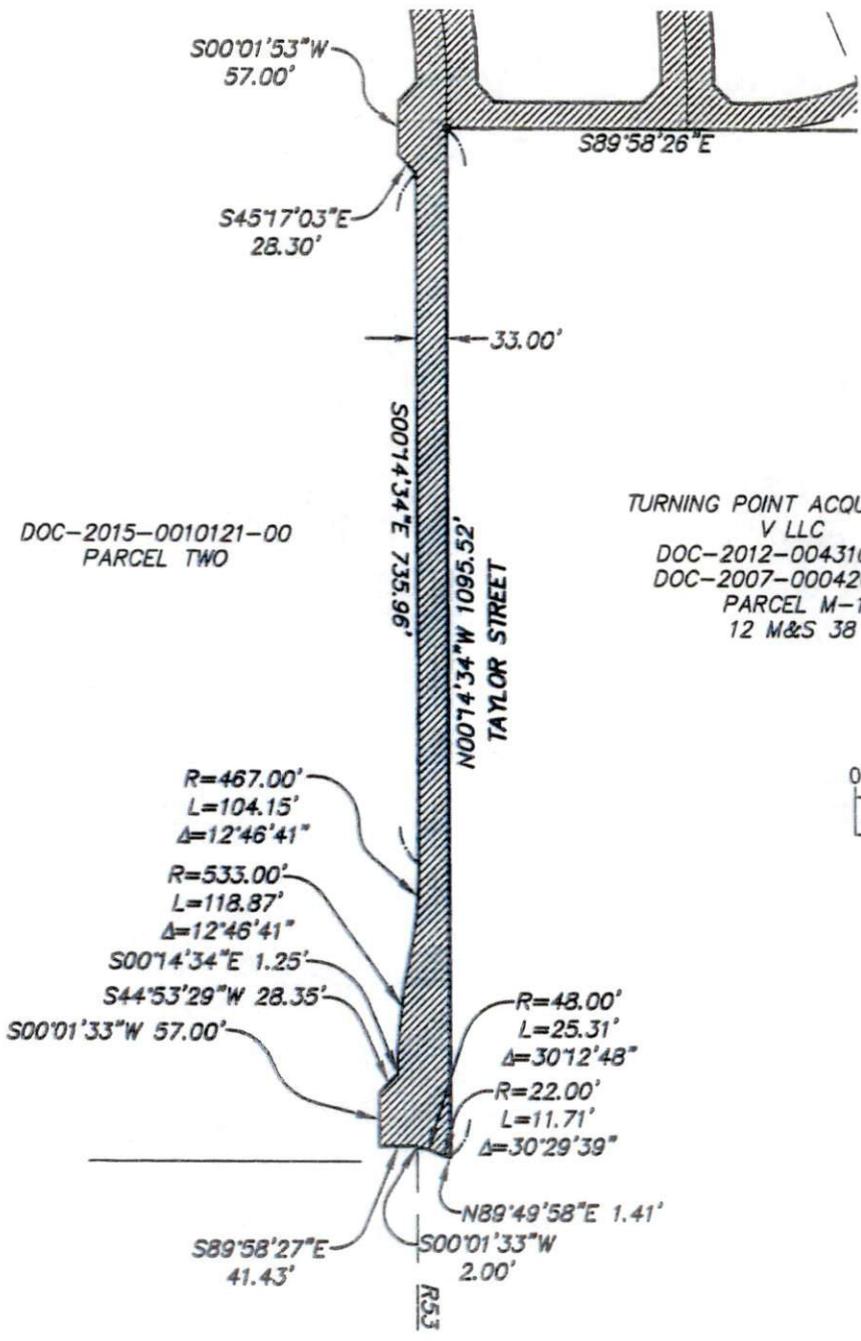


**EXHIBIT B**  
**CITY OF WINTERS**  
 LOCATED IN A PORTION OF SECTION 21  
 TOWNSHIP 8 NORTH, RANGE 1 WEST  
 MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS,  
 YOLO COUNTY, CALIFORNIA  
 SHEET 2 OF 4      JULY 16, 2020

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING  
 608 COURT STREET, WOODLAND, CALIFORNIA 95895 · PHONE: (530) 862-1755  
 P.O. BOX 928, WOODLAND, CALIFORNIA 95778 · FAX: (530) 862-4802

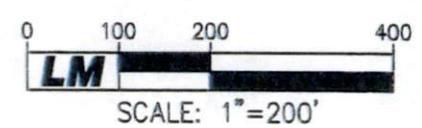
X:\V and Products\2159-5\dwa\STREET DEFINITIONS REVISED 7-16-20

SEE SHEET 1



DOC-2015-0010121-00  
PARCEL TWO

TURNING POINT ACQUISITIONS  
V LLC  
DOC-2012-0043107-00  
DOC-2007-0004208-00  
PARCEL M-1  
12 M&S 38



**EXHIBIT B**  
**CITY OF WINTERS**  
 LOCATED IN A PORTION OF SECTION 21  
 TOWNSHIP 8 NORTH, RANGE 1 WEST  
 MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS,  
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 SHEET 2 OF 4      JULY 16, 2020

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING  
 808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 862-4602

X:\V and Projects\2159-5\dwg\STREET DEFINITIONS REVISED 7-16-20

LINE TABLE		
LINE	BEARING	LENGTH
L1	N53°10'08"W	49.50'
L2	S08°10'08"E	71.11'
L3	S53°10'08"E	28.28'
L4	N36°49'52"E	49.50'
L5	N08°10'08"W	56.11'
L6	N45°11'06"W	28.33'
L7	S89°43'21"W	75.41'
L8	S10°06'21"W	25.54'
L9	S08°10'08"E	67.97'
L10	S18°22'23"E	23.49'
L11	N02°02'06"E	23.49'
L12	N08°10'08"W	67.97'
L13	N10°18'07"W	25.50'
L14	S89°43'21"W	75.54'
L15	S44°48'54"W	28.24'
L16	S08°10'08"E	71.11'
L17	S53°10'08"E	28.28'
L18	N36°49'52"E	28.28'
L19	N08°10'08"W	71.11'
L20	S40°06'32"E	53.69'
L21	N29°59'11"W	25.78'
L22	N43°21'06"E	54.16'
L23	N87°20'49"E	27.78'
L24	S00°50'09"W	27.03'
L25	S43°21'06"W	54.49'
L26	N53°00'10"W	25.69'
L27	N08°10'08"W	210.74'
L28	N02°02'06"E	25.52'
L29	S18°22'23"E	25.52'
L30	S08°10'08"E	210.74'
L31	S32°17'38"E	24.97'
L32	N89°58'26"W	27.66'
L33	N44°58'26"W	28.28'
L34	N00°01'34"E	6.18'
L35	N15°26'37"W	103.42'
L36	N36°49'52"E	28.28'
L37	S53°10'08"E	28.28'
L38	S15°26'37"E	103.42'
L39	S45°01'34"W	28.28'
L40	N89°58'26"W	160.00'
L41	N44°58'26"W	28.28'
L42	N00°01'34"E	6.18'
L43	N36°49'52"E	28.28'
L44	S00°01'34"W	28.28'

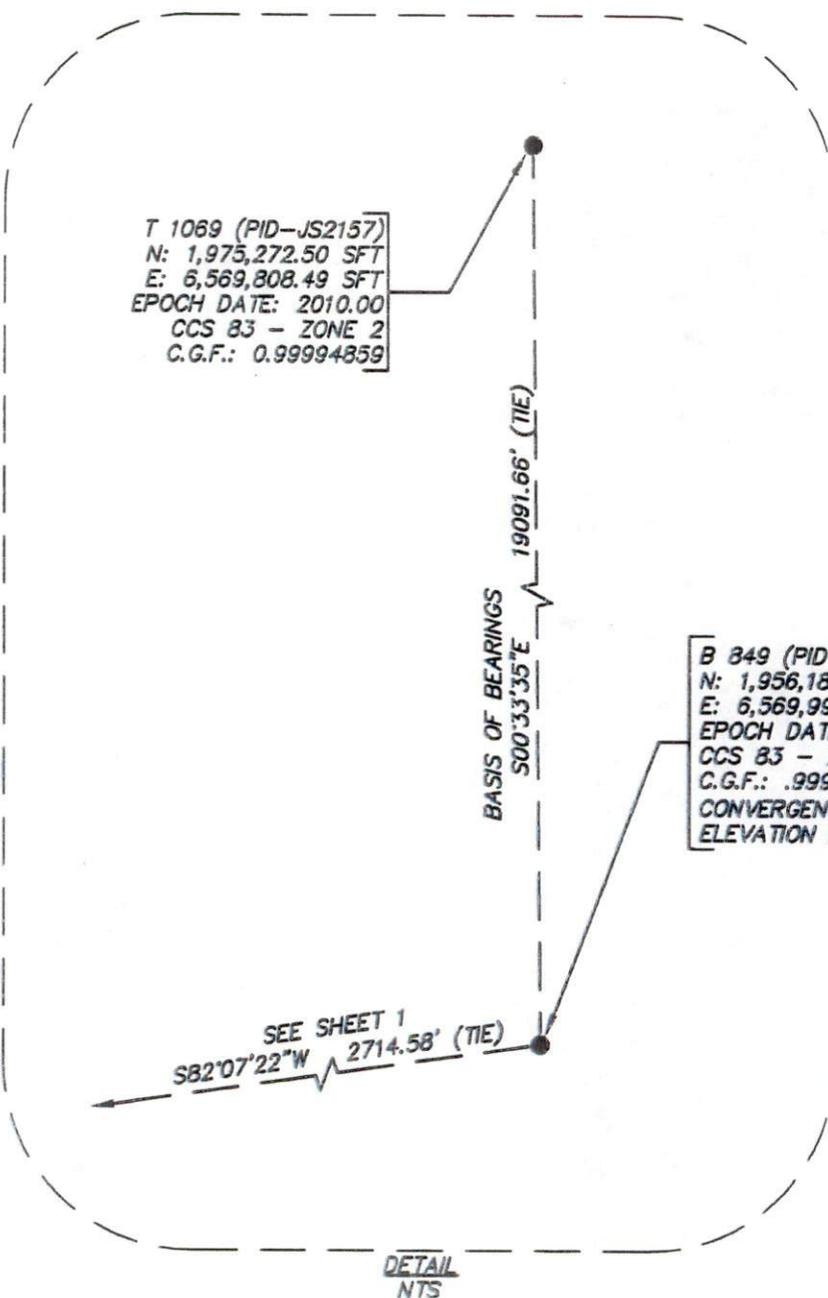
CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	840.00'	120.53'	8°13'16"
C2	940.00'	132.51'	8°04'36"
C3	966.00'	136.17'	8°04'36"
C4	1066.00'	152.65'	8°12'17"
C5	1123.00'	160.75'	8°12'05"
C7	300.00'	97.26'	18°34'33"
C8	328.50'	19.96'	3°28'50"
C9	460.00'	13.30'	1°39'22"
C10	540.00'	81.37'	8°38'01"
C11	271.50'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

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

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING  
 808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 862-4602

**EXHIBIT B**  
**CITY OF WINTERS**  
 LOCATED IN A PORTION OF SECTION 21  
 TOWNSHIP 8 NORTH, RANGE 1 WEST  
 MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS,  
 YOLO COUNTY, CALIFORNIA  
 SHEET 3 OF 4      JULY 16, 2020

X:\V and Projects\2159-5\dwg\STRFT DEFICATIONS REVISED 7-16-20



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

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

SEE SHEET 1  
 S82°07'22"W 2714.58' (TIE)

BASIS OF BEARINGS  
 S00°33'35"E 19091.66' (TIE)

DETAIL  
 NTS

**EXHIBIT B**  
**CITY OF WINTERS**  
 LOCATED IN A PORTION OF SECTION 21  
 TOWNSHIP 8 NORTH, RANGE 1 WEST  
 MOUNT DIABLO MERIDIAN  
 CITY OF WINTERS,  
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 SHEET 4 OF 4      JULY 16, 2020

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 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 862-4802

X:\Vand Projects\2159-5\dwa\STREET DEFINITIONS REVISED 7-16-20

CERTIFICATE OF ACCEPTANCE  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by an Irrevocable Offer of Dedication dated June 18, 2018 (attached) and recorded with this document in the Official Records of Yolo County, from HBT of Winters Highlands, LLC to the City of Winters, a California municipal corporation ("City"), is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 2020-46 of the City Council adopted on August 18, 2020.

Dated: \_\_\_\_\_

CITY OF WINTERS

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



YOLO Recorder's Office  
Jesse Salinas, County Recorder  
**DOC- 2018-0020138-00**

Check Number 15890  
Thursday, AUG 23, 2018 11:13:00  
Ttl Pd \$0.00 Rcpt # 0001315272  
FRT/X7/1-23

RECORDING REQUESTED BY:  
CITY OF WINTERS

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENT TRANSFER TAX \$ \_\_\_\_\_

Signature of Declarant Determining Tax

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

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

HBT OF WINTERS HIGHLANDS, LLC

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

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

**IRREVOCABLE OFFER OF DEDICATION – EASEMENT FOR PUBLIC UTILITY EASEMENT**

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

HBT OF WINTERS HIGHLANDS, LLC

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

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

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

**Grantor Further Grants to Grantee the right to:**

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

23

**IRREVOCABLE OFFER OF DEDICATION - FEE TITLE FOR PARCELS**

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

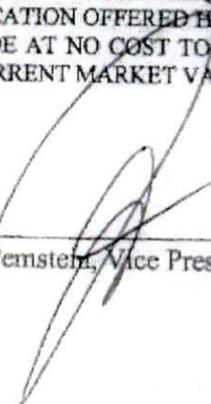
HBT OF WINTERS HIGHLANDS, LLC

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

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

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

Dated this 18<sup>th</sup> day of June, 2018

By:   
Jeff Penstern, Vice President

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On June 18, 2018 before me, Sarah Emily Fontenot,  
(Here insert name and title of the officer)

personally appeared Jeffrey M. Peniston,  
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.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**TO:** Honorable Mayor and Council Members  
**DATE:** August 18, 2020  
**THROUGH:** Shelly Gunby, Acting City Manager *Shelly*  
**FROM:** Crystal Zaragoza, Human Resources Manager  
**SUBJECT:** Workers Compensation for Volunteers

---

**RECOMMENDATION:**

Staff respectfully recommends that the City Council adopt Resolution 2020-32 declaring its volunteers to be employees for the purposes of receiving workers compensation benefits as defined by Section 3363.5 of the California Labor Code.

**BACKGROUND:**

Labor Code Section 3352 (i) specifically excludes volunteers as employees of any agency and, therefore, excludes volunteers from receiving workers compensation benefits.

However, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services. Volunteers will not be considered employees of the City of Winters for any purpose other than for such Workers' Compensation coverage and are not eligible for or otherwise entitled to claim any other benefits or rights given to paid employees of the City of Winters.

**FISCAL IMPACT:**

Workers compensation claims as they arise.

**ATTACHMENTS:** Resolution 2020-32

RESOLUTION No. 2020-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
DECLARING THAT VOLUNTEERS SHALL BE DEEMED TO BE  
EMPLOYEES OF THE CITY FOR THE PURPOSE OF PROVIDING  
WORKERS' COMPENSATION COVERAGE  
WHILE PROVIDING THEIR SERVICES**

**WHEREAS**, the City of Winters utilizes the services of Volunteers, who offer those services to the City for civic, charitable, or humanitarian reasons, without expectation of compensation; and

**WHEREAS**, said volunteers are excluded from the classification and compensation provisions of the City's payroll system and are not entitled to receive any salary, holiday, sick leave, vacation, other employee benefits, or other forms of compensation from the City;

**WHEREAS**, said volunteers often perform important duties on behalf of the City and risk injuries to themselves for which it is hereby recognized that they should be entitled to workers' compensation benefits;

**WHEREAS**, Section 3363.5 of the California Labor Code provides that persons who perform voluntary service without pay for a public agency may be deemed employees for workers' compensation benefits while providing said voluntary service; and

**WHEREAS**, the City Council, as the Governing Body of the City of Winters, does hereby resolve and declare that all persons who perform voluntary service without pay for the City are hereby deemed to be employees of the City for purposes of workers' compensation insurance benefits (Division 4 of the California Labor Code, Section 3200 et seq) while performing said voluntary service; and

**WHEREAS**, the City Council wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons:

All persons designated and authorized by the City Council or its designee(s) to perform voluntary services for the City of Winters without pay other than meals, transportation, lodging or reimbursement for incidental expenses

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Winters hereby finds and determines:

1. That the public interest is best served by providing workers' compensation coverage to volunteers.
2. That such persons coming within the category specified above, be deemed to be employees of the City of Winters for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service.

3. That said, volunteers will not be considered employees of the City of Winters for any purpose other than for such Workers' Compensation coverage, and are not eligible for or otherwise entitled to claim any other benefits or rights given to paid employees of the City of Winters.

PASSED AND ADOPTED by the City Council of the City of Winters this 18<sup>th</sup> day of August, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Wade Cowan, MAYOR

ATTEST:

---

Tracy S. Jensen, City Clerk



CITY COUNCIL  
STAFF REPORT

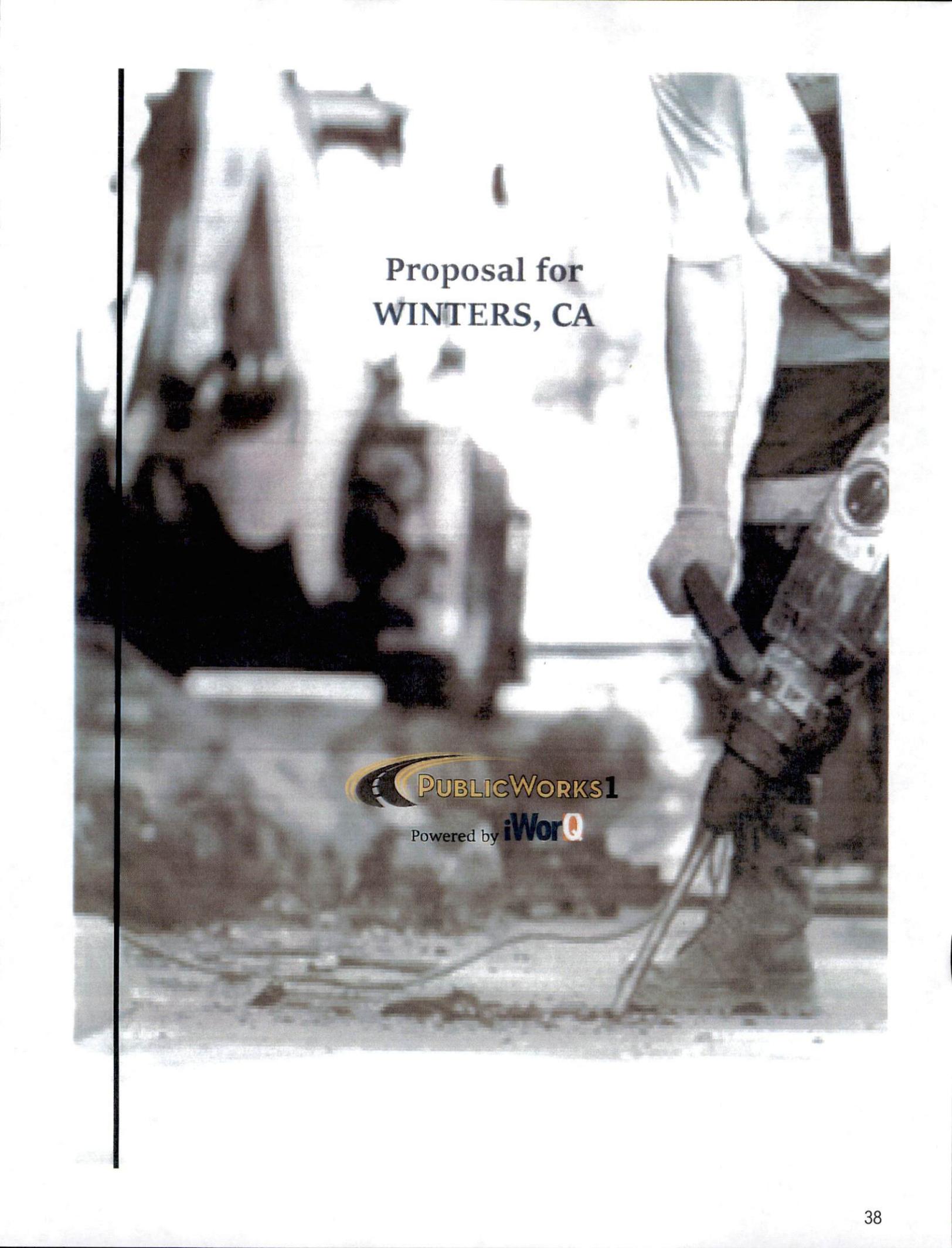
**TO:** Honorable Mayor and Council Members  
**DATE:** August 18, 2020  
**THROUGH:** John Donlevy, City Manager   
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Agreement with Public Works 1 for Pavement Condition Assessment

---

**RECOMMENDATION:** Council to allow City Manager to execute a contract with Public Works 1 for a Pavement Condition Assessment of our city streets

**BACKGROUND:** In 2016 Council approved staff to execute a contract with Public Works 1 for a pavement condition assessment which led to nearly \$1,000,000 in street repairs over a five-year period. Typically, this engineering report is done every three years. With new technology this report will also collect data on street signs, valve boxes and manholes in the street that will be integrated into our Iworqs workorder system.

**FISCAL IMPACT:** Estimate is not to exceed \$7,500 which has already been budgeted and approved by Council.



Proposal for  
WINTERS, CA

 **PUBLICWORKS1**

Powered by **iWorQ**

## Executive Summary

When doing an assessment, The engineering team gathers your road surface condition via windshield survey by driving all the paved surfaces within the city. While driving, we assign a rating for each segment of pavement using the SHRP distress method. This method takes into account the extent and severity of the distresses in each segment as a whole, rather than a sample of each segment. This Data is then compiled into your Pavement module in your IWorQ system.

Some of the data we collect is length, width, segmentation, to and from addresses, and road names to name a few, but the most valuable rating in our assessment is the pavement condition. Using the SHRP method we analyze fatigue (alligator) cracking, transverse and longitudinal cracking, patching, and edging. This analysis finds the governing distress that will cause a segment to fail the quickest and prescribes a recommended treatment to extend the life of your city's pavements.

An additional feature we are pleased to offer with our assessments this year is the Trimble MX7 camera system used to capture images and the geo tag the location of those images. The camera, The Ladybug 5+, is capable of taking a 360 degree photo that is most easily compared to the images found in Google Street View. These geo referenced images allow for better documentation of municipal assets.

The software has many capabilities to keep collected data organized and our support is unlimited. The greatest benefit our customers have seen from doing an assessment is not only the ability they have to secure limited funding for future pavement upkeep, but also a more proactive management that keeps them ahead on their preventative maintenance. Our assessments coupled with IWorQ's software helps you save money in the long run by eliminating the guesswork on what needs to be addressed and prioritize which segments are in need of immediate attention. In other words, proper usage of the system and analysis can help you be proactive rather than reactive in your pavement management.

All of our customers benefit from our unlimited free training and tech support. Each customer is allowed to have as many users as they need without any additional cost.

Thank you again for considering Public Works 1. We will follow up with you to review any questions you may have about this proposal and the next steps in our consultative sales process.

*Best Regards,*



Brady Hunsaker  
Client Sales Manager

## **Sole-Source Contract**

iWorQ software is a uniquely designed platform that enables our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or background to perform. In addition to being able to add new fields, iWorQ's integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ease of steps and manner in which iWorQ enables its customers to manage this process without knowing any proprietary programming or database languages is unlike any other platform in this market and therefore, iWorQ can provide its solutions and services through a sole source contract.

Additionally, utilizing our unique technology and partnership with Mapillary, we provide street level imagery enabling an efficient model of collecting road based assets (ie hydrants, signs, curb inlets, manholes, light poles, etc.) by simply driving and capturing your roads through our Trimble MX 7 Mobile Imaging System. This technology enables us to significantly cut down the traditional amount of time, cost, and resources required to provide your jurisdiction street level imagery with accompanied assets, correlating x,y coordinates, GIS mapping, which is housed in iWorQ's asset management software utilized in over 1,000 agencies across the US. iWorQ is the only vendor/supplier/distributor/provider of our unique software platform.

## **Data/Imagery Collection**

Public Works 1 is a subsidiary of iWorQ Systems, they will assign crew members who will travel to your City and drive the streets within the jurisdiction to collect images using Trimble MX7 Mobile Imaging System, a vehicle-mounted photogrammetric system equipped with six, 5-megapixel cameras, Trimble Applanix GNSS and inertial geo-referencing modules, which allow us to capture 30 MP geo-referenced images at highway speeds. Using this technology significantly reduces the time commitment and cost of data collection, which can be particularly pressing for smaller jurisdictions.

## **Data Analysis**

After the team has completed the image collection phase, they will convert the images into the asset collection to identify right of way assets. Each asset will include details, such as: Asset type, GPS coordinates, street address and MUTCD code (for traffic signs). This information will be used to populate fields in the iWorQ Asset Management Software.

## **Application Description**

iWorQ software solutions and professional services together provide a seamless fit for your software project. Having implemented over 1,500 customer agencies and configuring a unique fit for each one provides our team the experience and background required to ensure successful collection and implementation for your City.

iWorQ's browser-based software is an off-the-shelf system which requires no custom modifications to the code, only configuration of the application which requires no coding. We can scale and configure as much as needed for each implementation in order to meet your project goals. The system will provide your workers access in the field and in the office, assuring your staff will be efficient and have all the data necessary to run a paperless system. iWorQ's hosted solution provides a smooth transition from your current database and paper driven systems, because much of the complexity of setting up the server hardware and networking environment is not required, which helps save time, money, and resources.

Since iWorQ's applications are configurable, we are able to provide a familiar and intuitive system that easy to use and understand. For example, when a user logs in, their screen contains only the fields on their dashboard that are pertinent to them, which makes the training process resonate with each of the end users. iWorQ implementers will consult with each department during the set-up process to configure the applications in order to meet the unique needs of each of your departments.

## **Implementation Phases**

Your project is configured through a four-phased approach that includes Initiation, Planning, Executing, and Closing phases. Throughout these phases, iWorQ bears the bulk of the project risk. We provide as much training and services as you need to be successful throughout the project.

- Initiation phase
- Planning Phase
- Executing Phase
- Closing Phase

### **Initiation Phase**

During this phase, we install your software in our secure, hosted (SaaS) data center utilizing Amazon Web Services (AWS). During this phase, you should determine what staff members will assist with the project. We ask you to complete initial worksheets that allow us to import data into iWorQ dropdown fields. These worksheets are system-agnostic, and do not require that you understand iWorQ data structures to complete this phase.

## **Planning Phase**

During the Planning phase, the iWorQ project team works with your team to define how processes work today and how you would like your new system to operate going forward. As part of this, your team should analyze the reports and documents you currently have to determine which ones you need to have in iWorQ. Based on our discussions, we create a project plan that includes project timelines, goals, priorities, and responsibilities. Our project team will work with you to set a clear project plan with detailed requirements. Both project teams follow this plan during the executing phase.

## **Executing Phase**

During the Executing phase, we train your project team and together configure the solution. Concurrent with your system configuration, our data integration team will work with you to build data interfaces and migrate data if they are part of the project scope. After our teams complete these tasks, we train your staff members.

Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary for a successful implementation. As a customer, we will provide additional training anytime it is desired for no additional cost. The time completion of project phases is often dependent upon your go-live goals and staff availability.

## **Executing Phase**

During the Executing phase, we train your project team and together configure the solution. Concurrent with your system configuration, our data integration team will work with you to build data interfaces and migrate data if they are part of the project scope. After our teams complete these tasks, we train your staff members.

Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary for a successful implementation. As a customer, we will provide additional training anytime it is desired for no additional cost. The time completion of project phases is often dependent upon your go-live goals and staff availability.

## **Go Live**

After the configuration, iWorQ will train each of your staff members. During our training, attendees learn by doing actual data entry. They should come to the training with any materials they regularly use to enter cases (e.g., a stack of file folders that need to be entered). Instructors will provide the training online. Instructors provide personal assistance to attendees, answer specific questions, and personalize teaching styles to meet the needs of individual attendees.

## **Training**

Your administrator and other individuals you designate receive training that cover iWorQ's key functionalities.

Our training involves guiding staff to use iWorQ to complete actual work tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees. This informal style helps your staff relax and feel comfortable asking and responding to questions.

These trainings are described in further detail below:

**Administrator Training:** Administrator training teaches your iWorQ administrator(s) how to manage iWorQ going forward. This training covers items such as setting up code tables (options in drop-down lists); security rules; and iWorQ tools.

**Configuration Training:** During the configuration phase, your administrators make many decisions about configuring iWorQ to make your office its most efficient. During Configuration Training, iWorQ's project team helps trainees understand approaches, methodologies, and best practices for making these decisions and recognizing the ramifications of the decisions they make.

**Go-Live Training:** Prior to Go-Live, every user on the system will receive training pertinent to their role type on the system. We provide unlimited training during implementation and after Go-Live via conference calls, webinars, or online screen share and we offer an annual, national users' conference to learn new and advanced skills.

WINTERS, CA	Quote Creation: 07/22/2020
318 First Street WINTERS, CA 95694	Prepared by: Troy Rolle

## 1. QUOTE

WINTERS, CA - hereafter known as "Customer", enters into the following Service Agreement with Public Works 1, "Public Works 1" headquartered in Logan, UT. Customer will pay a fee for the services detailed below:

<u>Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
<b>Imaging and Assessment Package</b> - Pavement condition assessment - Trimble MX7 image collection - Network analysis, data processing, and data conversion - Presented, delivered data	<del>\$10,000.00</del> \$6,150.00	One-time
<b>Per Diem</b> Per diem costs for lodging, food, and incidentals.	\$600.00	One-time
<b>Travel</b> Travel costs to and from site.	\$750.00	One-time
<b>TOTAL</b>	<b>\$7,500.00</b>	

### 1.1 Notes

- This quote is provided at the customer's request and is good for 30 days.
- Pavement Condition Assessments will be done every 3 years starting in 2020 upon request by WINTERS, CA.
- Pavement Condition Assessment Details and Deliverables Outlined in Section 4.2
- This quote cannot be disclosed or used to compete with other companies.

## 2. ADDITIONAL SERVICES

### 2.1 Quotes for Additional Services

iWorQ can provide the Customer quotes for additional services, at the request of the customer. These services include: Data Collection, Pavement condition surveys, GPS training, GIS services, Project management, Data QC/QA plans, and more.

### 2.2 Pavement Condition Assessment

The inventory and pavement distress identification will be started at your request and will be completed in two weeks. The deliverables include:

- A pavement segment inventory with a unique id associated to the WINTERS, CA centerline file.
- A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal).
- A condition for each segment
- A network pavement condition distribution
- A recommended treatment for each pavement segment
- A complete data set entered into the applicable iWorQ Module
- 360 degree georeferenced imagery.

The project will require 5 days of data collection and 2 office days for one crew(s). This estimate is based on 27 centerline miles of pavement and travel costs.

### 2.3 Pavement Condition Assessment

Task	Quantity	Description
1	3 days	Field Condition Assessment Time and Equipment, Map updates, Data Conversion/GIS Map Clean Up
2	2 Days	Trimble MX7 Image Collection
3	2 Days	(Office) - Data processing, Point Extraction, Geo Referencing/Data Conversion, Data Upload
4	2 Days	(Office) - Imagery: Data Point Extraction
	5 Days	Labor/Per Diem

## 3. GUIDELINES

### 3.1 Getting Started

iWorQ will assign an technician to your account to begin the setup and training process upon contract signature

**Send the signed service agreement to Public Works 1:**

Email: [trolle@publicworks1.com](mailto:trolle@publicworks1.com)

Fax: 1 (866) 379-3243

**Mailing Address**  
PO Box 3784  
Logan, UT 84323

**Mailing Address**  
1125 W. 400 N. Suite 102  
Logan, UT 84321

### **3.2 Billing Information**

iWorQ will invoice Customer upon completion of assessment.

### **3.3 Data Conversion**

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

## **4. SERVICES and SUPPORT**

### **4.1 Data Ownership**

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

### **4.2 FREE Training**

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

### **4.3 FREE Updates**

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

### **4.4 FREE Support**

Customer support and training are FREE and available from 6:00 A.M. to 5:00 p.m. Mountain Standard Time.

### **4.5 FREE Data Back-Up**

iWorQ does back-ups twice weekly and offsite once weekly.

## 5. SET-UP & BILLING INFORMATION

### 5.1 Contact Information

Primary Contacts(s) \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

### 5.2 Billing Information

Billing Contact \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ Prefer to receive invoice by email? Yes  No

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PO # \_\_\_\_\_ (if required) Tax Exempt ID# \_\_\_\_\_

## 6. SIGNATURE

**Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.**

\_\_\_\_\_  
(Phone)                      (Mobile)                      (Email)

\_\_\_\_\_  
(Signature)                      (Print Name & Title)                      (Date)



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** August 18, 2020  
**THROUGH:** John Donlevy, City Manager   
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Lift Station 1 Repairs

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**RECOMMENDATION:** Council to allow City Manager to execute a contract with TelStar to repair and replace lift station piping

**BACKGROUND:** Sewer Pump Station 1 located on Walnut Lane has been failing for a few months now. The outlet piping is cracked and leaks back into the wet well which causes the system to recycle a large percentage of the flow which in turn causes the pump to run more often. TelStar was the only responsive bidder to respond.

**FISCAL IMPACT:** Estimate is not to exceed \$20,000 which has already been budgeted and approved by Council in the 20-21 Budget.

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE  
SCADA • PLC/HMI • Telemetry • Calibration • Maintenance**

March 4, 2020  
To: City of Winters  
Attn: Jim Keating

Job Name: Replace Discharge Piping Walnut Lift Station  
Quote Date: March 4, 2020  
Quote #: SR-35902

Drawings: NA  
Specifications: NA  
Telstar Instruments **DIR registration number is 1000000899.**

This proposal acknowledges the following Addendums: NA  
Telstar will provide necessary personnel and materials to replace your damaged leaking 4" pipe line in your Walnut Lift Station and the second pipe line which is currently not damaged.

**By accepting this proposal from Telstar you agree to treat this as confidential information.**

**Bid Item 1. Replace Walnut LS Piping ..... \$15,653.00**

**Total of above Lump Sum..... \$15,653.00**

*Price includes taxes and freight cost.*

**Scope of Supply and Installation:**

1. Plug Inlet and Outlet sewer lines and set up Confined Space Equipment. Note that confined space entrance always requires (2) trained personnel outside of confined space.
2. Wash down sump and pump out with Vactor operated and provided by the City.
3. **The piping replacement per line will require approximately 6-8 hours per line before the sump sewer lines can be unplugged. If the upstream manhole cannot contain influent, then a bypass pump and lines will be required to bypass this lift station. This quote does not include pricing for a bypass pump and piping and assumes the City can provide this bypass or can periodically pump out the upstream manhole with a Vactor.**
4. Replace the 4" ductile iron piping including the bottom flanged elbow and top flanged elbow plus the vertical pipe for the first pump. Piping connections to flanged elbows will be made with Mega Flanges.
5. Replace second pump line the following day using the same method and materials used to replace the first pump damaged line.
6. Removal and disposal of removed pipe materials to a location in the City.

**CLARIFICATIONS, EXCEPTIONS, EXCLUSIONS (unless specifically noted above):**

1. Delivery for Telstar provided equipment only, FOB factory.
2. Submittals will be provided 4 – 6 weeks from date of signed contract.
3. Telstar's quotation includes only those items listed above. Contractor requests for additions/deletions from our Scope of Supply will require a change in the quoted price.
4. All labor is included at straight time prevailing rates, overtime premium is not included.
5. In general, this proposal does not include any of the following work items that may be stated in the specifications unless specifically included under above "Scope of Supply and Installation".
  - a. Boring and supply/installation of bored raceway is excluded
  - b. Provide and install Cathodic Protection equipment and wiring if any.
  - c. Surveying, Staking, Compaction or Concrete Testing Cost.
  - d. Supply and Installation of valves, motors, pumps, actuators, solenoids.
  - e. Excavating, sand, gravel, rock, dewatering, boring, saw cutting, paving, backfill, restoration, of any kind.

- f. Rebar, cast in place concrete, pre-cast concrete pads, light pole bases, grouting, coring, sleeving, sealing, paving, asphalt, or sun shades.
- g. Installation of flow meters.
- h. Bollards, fencing, or any traffic control.
- i. Painting.
- j. Cost of permits, licenses, fees including permit drawings.
- k. Temporary Electric Service, power, lighting, and wiring.
- l. Demolition, cut & make safe, temporary relocations not shown.
- m. We assume no responsibility for performance, applicability, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.

## TERMS AND CONDITIONS

**Base Terms:** Quotation is valid for 30 days from above date. Our terms are due and payable 30 days from date of invoice. Payments must be made on a minimum of a monthly basis. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. Attorney's fees, court costs and costs of collection will be paid to prevailing party. Permits and bonding are excluded unless otherwise noted herein. Our standard insurance applies unless agreed to in writing by Telstar. We accept no responsibility for consequential damages and our standard warranty applies. Please reference the above stated quote number in all correspondence and purchase orders. Unless otherwise noted, this quote is based on standard straight time hours and includes prevailing wage rates per specifications. Only original, PDF e-mail or faxed copies of quotes will be honored by Telstar. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls carry a 4-hour minimum per person. Cancellation charges apply including engineering, labor, materials, quote and estimating time, markup, % of profit, return goods fees, etc. at the time of written cancellation notice to Telstar.

**Limitation of Liability:** (a) In no event shall Telstar Inc (Telstar), its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed one-fourth (1/4) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against Telstar arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall Telstar be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

**Force Majeure:** Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar for such delay.

**Cancellation:** Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Telstar attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

**Entire Agreement:** This Agreement constitutes the entire agreement between Telstar and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Purchaser other than those set forth herein or herein provided.

**Bonding:** Telstar can provide bonding for this project. Cost of bond fees/charges are to be paid by others. Current bond rate is: .9% for costs up to \$500,000 and 0.63% for costs to \$2,000,000.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,  
Telstar, Inc.

*Alan D. Strong*

Alan D. Strong  
Senior Project Manager  
(559) 469-3175



**TO:** Honorable Mayor and Council Members  
**DATE:** August 18, 2020  
**THROUGH:** Shelly Gunby, Acting City Manager *Shelly*  
**FROM:** Crystal Zaragoza, Human Resources Manager  
**SUBJECT:** Consideration of Resolution 2020-44, A Resolution of the City Council of the City of Winters Approving 2020-2021 and 2021-2022 Salary Schedules

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**RECOMMENDATION:**

Staff respectfully recommends that the City Council adopt Resolution 2020-44, Approving 2020-2021 and 2021-2022 Salary Schedules.

**BACKGROUND:**

Salary Schedule Resolution 2020-04 needs several updates which include:

- All associations have agreed to delay the scheduled 2.5% COLA that was to take in effect in July of 2020 to July of 2021. The 2.5% COLA should be reflected in the 2021-2022 salary schedule
- Include part-time hourly rates for all full-time positions
- Add part-time hourly rate for a Planner
- Address increases in minimum wage for part-time hourly rate ranges



RESOLUTION 2020-44

SALARY SCHEDULE

Effective July 1, 2020

And July 1, 2021

**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	\$4,774	\$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
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 (v)	\$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, 2020**

**BENEFIT UNIT & POSITION**

**MONTHLY SALARY STES**

**ANNUAL SALARY**

		A	B	C	D	E		
P	Lieutenant (v)	\$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	\$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
P	Police Officer	\$5,389	\$5,659	\$5,942	\$6,239	\$6,551	\$64,674	\$78,611
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
P	Sergeant	\$6,303	\$6,618	\$6,949	\$7,296	\$7,661	\$75,631	\$91,929

City of Winters  
Effective July 1, 2020

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Hourly Rate/Range

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	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	34.36-41.77
PT	Building Inspector	31.50-42.00
PT	Building Official	39.73-48.29
PT	Captain - Fire	27.70-33.67
PT	Cashier	13.00-13.65
PT	City Manager	73.98
PT	Community Center Attendant	13.00-16.80
PT	Community Service Officer Records	18.84-28.06
PT	Director of Administrative Services	51.22-62.25
PT	Director of Community Development	51.22-62.25
PT	Director of Financial Management	51.22-62.25
PT	Environmental Services Manager	39.73-48.29
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	Fire Chief	51.22-62.25
PT	Firefighter	23.53-28.60
PT	Grant Writer	27.54-33.48

PT	Housing Manager	51.22-62.25
PT	Human Resource Manager	39.73-48.29
PT	Intern	13.00-36.75
PT	Lieutenant	40.95-49.78

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

**TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES**

Hourly Rate/Range

PT	Lifeguard	13.25-15.75
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	Planner	51.22-62.25
PT	Police Chief	54.45-66.18
PT	Police Officer	31.09-37.79
PT	Pool Manager	18.75
PT	Project Management	13.00-62.66
PT	Public Works Superintendent	39.73-48.29
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	13.00-15.25
PT	Recreation Coordinator	16.16-19.64
PT	Seasonal Firefighter	18.00
PT	Sergeant	36.35-44.19
PT	Supervising Lifeguard	16.75
PT	Swim Team Coach	13.00-20.00

### City of Winters Effective July 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

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%  
Employee pays Employees Share of Safety Member Contribution of 9%  
Modified August 18, 2020

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

**City of Winters**  
**Effective July 1, 2021**

<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	Buiding 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 (v)	\$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, 2021**

**BENEFIT UNIT & POSITION**

**MONTHLY SALARY STES**

**ANNUAL SALARY**

		A	B	C	D	E		
P	Lieutenant (v)	\$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	\$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
P	Police Officer	\$5,524	\$5,800	\$6,090	\$6,394	\$6,714	\$66,285	\$80,569
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
P	Sergeant	\$6,461	\$6,784	\$7,123	\$7,479	\$7,853	\$77,527	\$94,234

**City of Winters**  
**Effective July 1, 2021**

**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	14.00-17.00
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	Buiding Official	40.72-49.49
PT	Captain - Fire	28.39-34.51
PT	Cashier	14.00-15.00
PT	City Manager	\$75.83
PT	Community Center Attendant	14.00-17.00
PT	Community Service Officer Records	19.31-28.76
PT	Director of Administrative Services (v)	52.50-63.81
PT	Director of Community Development (v)	52.50-63.81
PT	Director of Financial Management	52.50-63.81
PT	Environmental Services Manager	40.72-49.49
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	Fire Chief	52.50-63.81
PT	Firefighter	24.11-29.31
PT	Grant Writer	28.23-34.31
PT	Housing Manager	52.50-63.81
PT	Human Resource Manager	40.72-49.49
PT	Intern	14.00-37.66
PT	Lieutenant	41.97-51.02

**City of Winters**  
**Effective July 1, 2021**

**TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES**

Hourly Rate/Range

PT	Lifeguard	14.00-15.75
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	Planner	52.50-63.81
PT	Police Chief	55.81-67.83
PT	Police Officer	31.87-38.73
PT	Public Works Superintendent	40.72-49.49
PT	Pool Manager	18.75
PT	Project Management	14.00-63.81
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	14.00-15.75
PT	Recreation Coordinator	16.56-21.13
PT	Seasonal Firefighter	18.00
PT	Sergeant	37.26-45.29
PT	Supervising Lifeguard	16.75
PT	Swim Team Coach	14.00-20.00

**City of Winters  
Effective July 1, 2021**

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

(v) = Vacant

Employee pays Employee Share of PERS Miscellaneous Contribution of 7%  
Employee pays Employees Share of Safety Member Contribution of 9%  
Modified August 18, 2020

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**

**DATE:** August 18, 2020  
**TO:** Mayor and City Council  
**FROM:** John P. Miller, Chief of Police  
**PROJECT:** Appointment of Primary and Alternate Representatives on the Yolo Emergency Communications Agency (YECA)

---

**RECOMMENDATION:**

That the City Council adopt Resolution 2020-45, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPOINTING CITY PRIMARY AND ALTERNATE REPRESENTATIVES TO THE YOLO EMERGENCY COMMUNICATIONS AGENCY.

**BACKGROUND:**

The Yolo Emergency Communications Agency (YECA) is a joint powers agency who provides emergency communications and 911 services to a number of public agencies in Yolo County, with the City of Winters serving on its Board of Directors. In a recent review of bylaws by County Counsel, they have suggested updated resolutions from the legislative bodies of each agency designating "Primary" and "Alternate" City representatives to serve on the YECA Board of Directors.

**Discussion:**

Attached for the consideration of the City Council is Resolution 2020-45 appointing John P. Miller, Chief of Police to serve as the "Primary" voting representative and Brad L. Lopez, Fire Chief to serve as the "Alternate" voting member.

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

Resolution No. 2020-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPOINTING  
CITY PRIMARY AND ALTERNATE REPRESENTATIVES TO THE YOLO  
EMERGENCY COMMUNICATIONS AGENCY

WHEREAS, the City of Winters is a member of the Yolo Emergency Communications Agency (YECA), a joint powers agency providing emergency communication and 911 Services throughout Yolo County; and

WHEREAS, YECA requires designation by member agencies of both Primary and Alternate representatives to serve as designated voting members on its Board of Directors, representing the interests of the agencies participating in the business of the Agency; and

WHEREAS, John P. Miller, Chief of Police shall be designated as the City's "Primary" representative and Brad L. Lopez, Fire Chief shall serve as the "Alternate".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters does hereby appoint John P. Miller to serve as the City's "Primary" representative and Brad L. Lopez to serve as the "Alternate" representative on the Board of Directors of the Yolo Emergency Communications Agency.

DULY AND REGULARLY ADOPTED this 18<sup>th</sup> day of August 2020 by the following roll call vote:

Ayes:  
Noes:  
Absent:  
Abstain:

CITY OF WINTERS

---

Wade Cowan, Mayor

ATTEST:

---

Tracy S. Jensen, City Clerk



CITY COUNCIL  
STAFF REPORT

DATE: August 18, 2020  
TO: Mayor and City Council  
FROM: Shelly A. Gunby, Acting City Manager *Shelly*  
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. The City previously entered into an Exclusive Negotiation Agreement (ENA) in January 2020 which has expired. Staff is recommending that we enter into a new agreement as we continue to assist Neighborworks as they work through

the financing and project delivery aspects of the project.

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 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 an 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:**

Exclusive Negotiation Agreement (ENA)

## EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of August, 2020, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and Neighborworks Sacramento, ("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.

August \_\_\_\_, 2020

THE CITY OF WINTERS, a municipal corporation

By \_\_\_\_\_  
City Manager

"CITY"

August \_\_, 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.]

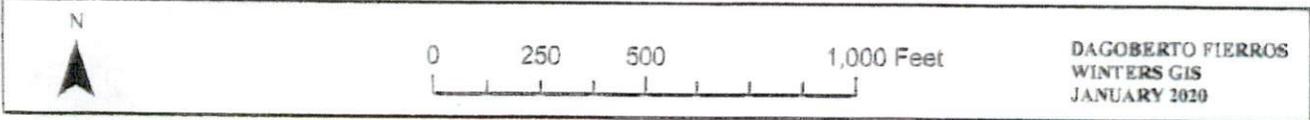
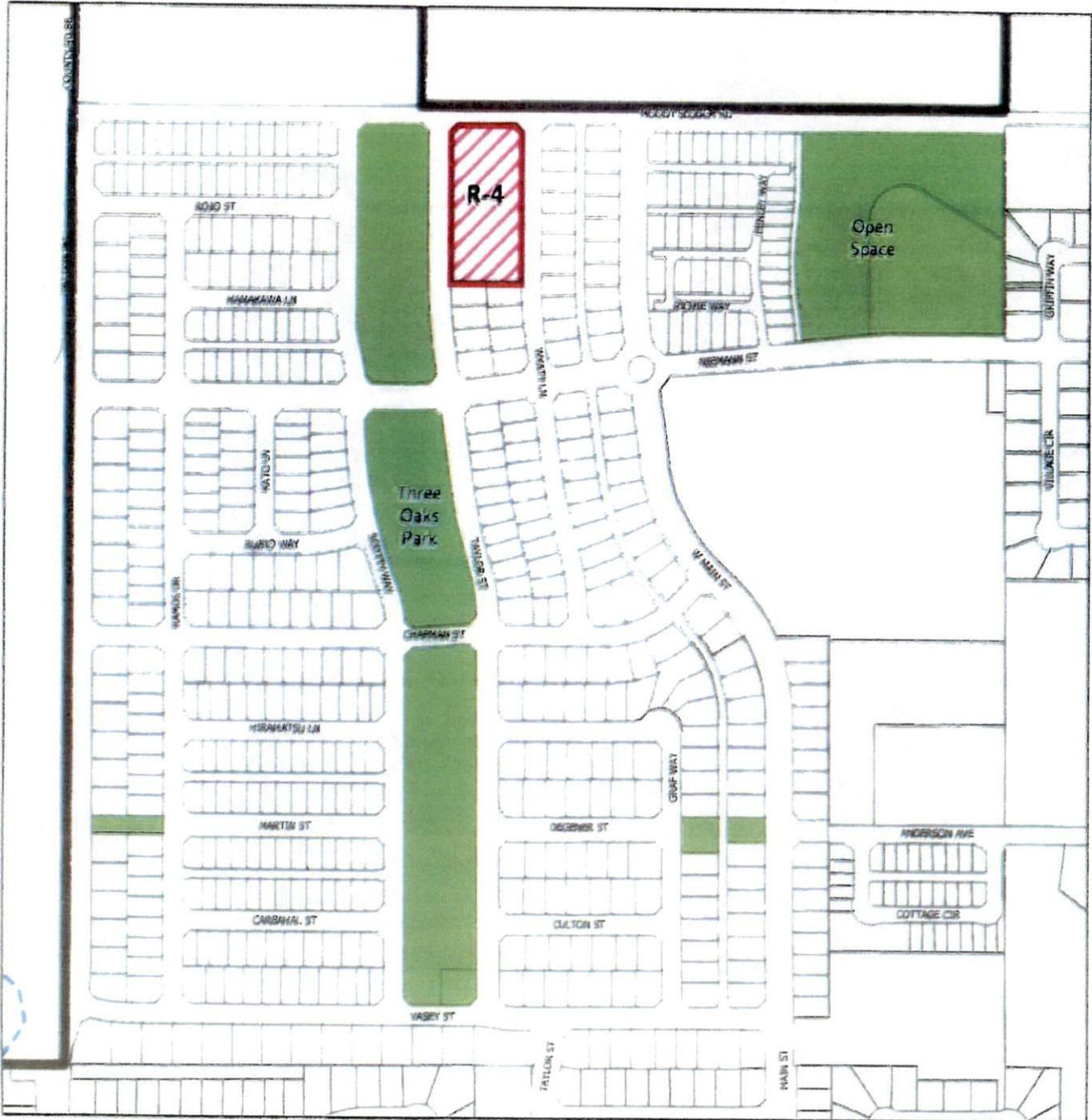
# R-4 Lot

## Stone's Throw Subdivision

APN:  
**030-220-061**

Zoning Designation:  
R-4 High Density Multi-Family Residential

Land Use Designation:  
HR High Density Residential







**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** August 18, 2020  
**FROM:** David Dowswell, Contract Planner, Community Development Department   
**THROUGH:** Shelly Gunby, Acting City Manager   
**SUBJECT:** NeighborWorks Subdivision – Public Hearing for consideration by the Winters City Council of the proposed Tentative Map and Planned Development (PD) Overlay Zone for twenty-four (24) lot NeighborWorks Subdivision

---

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

- 1) Receive a staff report on a proposed NeighborWorks Tentative Map and Planned Development (PD) Overlay Zoning; and
- 2) Conduct a Public Hearing to consider comments on proposed NeighborWorks Tentative Map and Planned Development (PD) Overlay Zoning; and
- 3) Find per Section 15332, Class 32 of the CEQA Guidelines, the proposed NeighborWorks Tentative Map is categorically exempt from CEQA because it meets the criteria for an in-fill development; and
- 4) Adopt Resolution 2020-43 approving the Tentative Map for the property commonly known as the NeighborWorks Subdivision.
- 5) Introduce and waive first reading of Ordinance 2020-05 adding a Planned Development Overlay Zoning to the existing Multiple-Family Residential (R-4) Zoning, permitting several modifications to the R-4 Zoning standards.

**GENERAL PLAN LAND USE DESIGNATION:** The General Plan land use designation for the site is High Density Residential (HDR).

**SURROUNDING LAND USES, ZONING, AND SETTING:** The surrounding land uses and zoning are as follows:

North:	Unincorporated
South:	Single Family – Single Family Residential (R-2, 6,000 sf)
East:	Single Family – Single Family Residential (R-2, 6,000 sf)
West:	Single Family – Single Family Residential (R-2, 6,000 sf)

**BACKGROUND:** On October 29, 2019 and January 14, 2020, the Affordable Housing Steering Committee (AHSC) considered the proposal from NeighborWorks. The AHSC recommended approval of the proposed affordable housing plan (AHP) to develop the property with for sale sweat equity houses.

On April 21, 2020 the Design Review Committee (DRC) met to review the proposed tentative map and site plan/design review for the twenty-four (24) small-lot subdivision (Attachment A). At the meeting, Sarah Ellis, Ellis Architects, presented floor plans and site plans for the homes. The DRC was receptive to the idea of building for sale affordable homes rather than apartments and recognized the need for smaller lots with reduced setbacks. The DRC also supported reduced setbacks and the design of the homes, subject to the architect providing more diverse roof designs. At the conclusion of the meeting the DRC recommended:

- Revise the siting of the homes on the lots by staggering the front setbacks.
- Provide more differentiation in the front elevations by revising one of the model options to include a hip roof on the smaller gable.
- Ensure all the driveways are a minimum of 20 feet long, measured from the back edge of the sidewalk.

On July 28, 2020 the planning commission considered the proposed tentative map, and planned development (PD) zoning overlay. At the meeting there was some discussion about making sure the proposed houses were “visitable”/ADA accessible. The commission also wanted to know if the homes were required to have solar. At the conclusion of the hearing the planning commission unanimously voted to recommend that the City Council approve the Tentative Map and adding Planned Development Overlay zone to the existing R-4 Zoning.

**PROJECT DESCRIPTION:** The applicant, NeighborWorks, has entered into an exclusive negotiating agreement (ENA) with the City of Winters to subdivide and develop a 2-acre parcel with twenty-four (24) single-family lots. The property is located within the Stones Throw Subdivision south of Moody Slough Lane between Taylor Street and Wyatt Lane.

The lots will be developed with one-story, three- and four-bedroom homes, varying in size from 1,360 to 1,735 square feet in size. Each of the homes will have a one-car garage.

The homes will all be income-restricted affordable. Homebuyers will be expected to assist (sweat equity) in the construction of each of the homes thereby reducing their costs. The tentative map will create 24 lots ranging in size from 3,417 to 5,792 square feet. Houses will be placed on the lots with garages abutting each other. Abutting the garages will allow one (1) on-street parking space for each lot.

The applicant is also requesting the property be rezoned to add a Planned Development (PD) Overlay Zone to the existing Multiple-Family Residential (R-4) Zoning in order to create lots that are substandard in size with less than the minimum 80 lot width, reduced front, side and rear yard setbacks (Attachment A) and reduction in the number of off-street parking spaces.

## **ANALYSIS:**

### **Housing Element**

The City's Housing Element has seven specific goals designed to meet the state of California's objective to provide housing that meets all economic segments of the community. There are a number of programs which help the city meet the seven goals. Program II.2 states, "The City shall continue to implement Ordinance 94-10 (Inclusionary Housing Ordinance) requiring at least 15 percent of all new units developed with the city are affordable to very low-, low-, or moderate-income households". To meet this program the City shall provide "Modified development standards, such as for parking, setbacks, on- or off-site improvements, street improvement standards, and less stringent site plan (design review) requirements under the City's Planned Development Process".

Program II.8 states, "The City shall encourage development in the upper one-quarter of the density range in the Medium High-Density designation and require it in the upper one quarter of the density range in High Density Residential designation". This program further states, "When a project is proposed in the upper One-quarter of the density range in the Medium High-density Residential or High Density Residential designations the City shall not reduce the project density below 75 percent of the density range, unless there are specific site constraints that make such density infeasible or undesirable" Based on the maximum allowable density a minimum of 30 units should be built on this site.

The proposed site was deeded to the City by the developer of Stones Throw to help meet their affordable housing requirement. The site was zoned for development as affordable apartments. To build affordable apartments on this site the City and applicant must obtain numerous sources of funding. Almost all of the potential sources for funding are subject to meeting certain criteria: availability of medical and other services, easy access to groceries, transportation, and restaurants. This site meets none of these criteria and as such would not score well in trying to get the necessary funding. Staff believes the financial constraints makes it infeasible to develop the property with a minimum of 30 apartment units.

### **Tentative Map**

The tentative map (Attachment A) shows the lots will have two different depths. The lots

off Wyatt Lane will be 100 feet 5 inches and the lots off Taylor Street will be 99 feet 7 inches. Staff recommends the lots all be the same depth of 100 feet.

After the planning commission hearing the City Engineer added Conditions #73 and #74 to address the landscaping that will be located within the Moody Slough Road, Taylor Street and Wyatt Lane rights-of-way and maintained by the City.

Staff supports the proposed subdivision subject to the applicants making the modifications recommended in the staff report and included in the conditions of approval.

### **Planned Development Zoning**

Section 17.48.010 of the Municipal Code (Zoning Ordinance) states, "In order to achieve the general plan goal "to promote the development of a cohesive and aesthetically pleasing urban structure for Winters," the P-D overlay zone has been included within the scope of the zoning ordinance to allow for the maximum flexibility consistent with the minimum development standards within each underlying zone category."

According to Section 17.56 Table 3B of the Zoning Ordinance the minimum lot size is for a lot zoned R-4, High Density Multi-Family Residential is 10,000 square feet and the minimum lot width is 80 feet. These standards assume multiple-family units will be built on a site. As mentioned above, the possibility of developing the site with apartments due to financial constraints is infeasible.

As proposed the project will need several deviations from the city's standards, they include:

1. Reduction in the minimum lot size from 10,000 to 3,417 square feet, and
2. Reduction in lot width from 80 to 34 feet, and
3. Reduction in the front yard setback from 20 to 15 feet, and
4. Reduction in the side yard setbacks from 10 feet to 6 feet 2 inches and from 10 feet to 1 foot 6 inches, and
5. Reduction in the required off-street parking from two (2) to one (1) space.

The applicants are requesting approval to create smaller lots in order to provide as many affordable units as possible. The City has approved lots of varying sizes as part of the Winters Ranch, Stones Throw and LDS subdivisions to provide housing diversity and indirectly, based on the smaller lot sizes and reduced setbacks, more affordable housing. All of the housing for this project will be affordable.

Staff is recommending the front setback on eight (8) of the lots (facing Wyatt Lane and Taylor Street) be reduced from 20 to 15 feet. Reducing the front setback from 20 to 15 feet on these lots will result in the rear yard setbacks being increased from 10 to 15 feet, making them more useable. The driveway length, even with the reduced front setback, will allow for two (2) vehicles to be parked off-street, one (1) in the garage and one (1) on the driveway. The two corner lots (facing Moody Slough) are proposed to have a 20-foot front setback. Staff recommends on these two lots the front setback also be reduced to

15 feet. Reducing the setback to 15 feet will increase the rear yard setback to 10 feet making the yard more useable and complying with the minimum allowable 10 feet. Reducing the front setback for these two lots will result in 10 of the 24 lots having a 15-foot front yard setback.

The site plan proposes there be one (1) foot six (6)-inch side yard and the other side yard is proposed to be five (5) feet eight one half (8 ½) inches. The site plan proposes the one (1) foot six (6) inch side yards abut each other creating a three (3) foot separation between the houses. Having two, one (1) foot six (6) inch side yard does not allow enough room to install a fence between the properties. Staff recommends the five (5) foot eight and one half (8 ½) inch side yards all be reduced to five (5) feet and the eight and one half (8 ½) inches be added to each of the one (1) foot six (6) inch side yards making them two (2) feet two (2) inches. Increasing the minimum side yard setback to two (2) feet two (2) inches will allow enough room to install a fence separating the both yards. It should also provide enough room where the homeowner will be able to access the side of the house for maintenance. The Planned Development Permit has been written to allow side yard setbacks of two (2) feet two (2) inches and five (5) feet.

Applicant is requesting a one (1) space reduction in off-street parking. The driveways will be long enough (23 feet) to allow a second car to be parked off-street. Abutting the garages on each of the lots will allow for one (1) on-street parking space in front of each house. Eliminating one (1) off-street parking spaces is similar to what was approved for the Cottages, which was also an affordable housing for-sale development.

For all of the recent subdivisions the city has included as part of the PD Permit the ability for the future homeowner to add a patio cover off the rear of the house. The three-bedroom Option 2A and 2B models have 9 foot by 14-foot patio area. The Option 1A and 1B models only have a 4 foot by 12-foot 6-inch patio, which is too small to add a patio cover. Staff is proposing all the models be allowed to add a patio cover that can come as close as 5 feet to the rear property line.

Staff supports the requested deviations to the city's standards, subject the changes recommended above.

**PROJECT NOTIFICATION:** A notice advertising for the public hearing on this application was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law and was published in the Winters Express on 8/6/20 ten (10) days prior to the hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since 8/13/20.

**ENVIRONMENTAL ASSESSMENT:** Per Section 15194 of the CEQA Guidelines, the proposed subdivision is subject to the Affordable Housing Exemption. Furthermore, it is considered Categorical Exempt Section 15332, "In-Fill Development Project" and meets all the following:

- (a) The proposed subdivision with 24 lots is consistent with the general plan designation of High Density Residential (R-4), which allows a range of 20 to 40 lots, and is consistent with all applicable general plan policies as well as with the High Density Multi-Family Residential (R-4) zoning.
- (b) The proposed development occurs within the city limits on a project site of two (2) acres, which is less than five acres permitted for in-fill development.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air or water quality.
- (e) The site is adequately served by all the required utilities, which are located in Taylor Street and Wyatt Lane and can be served by public services.

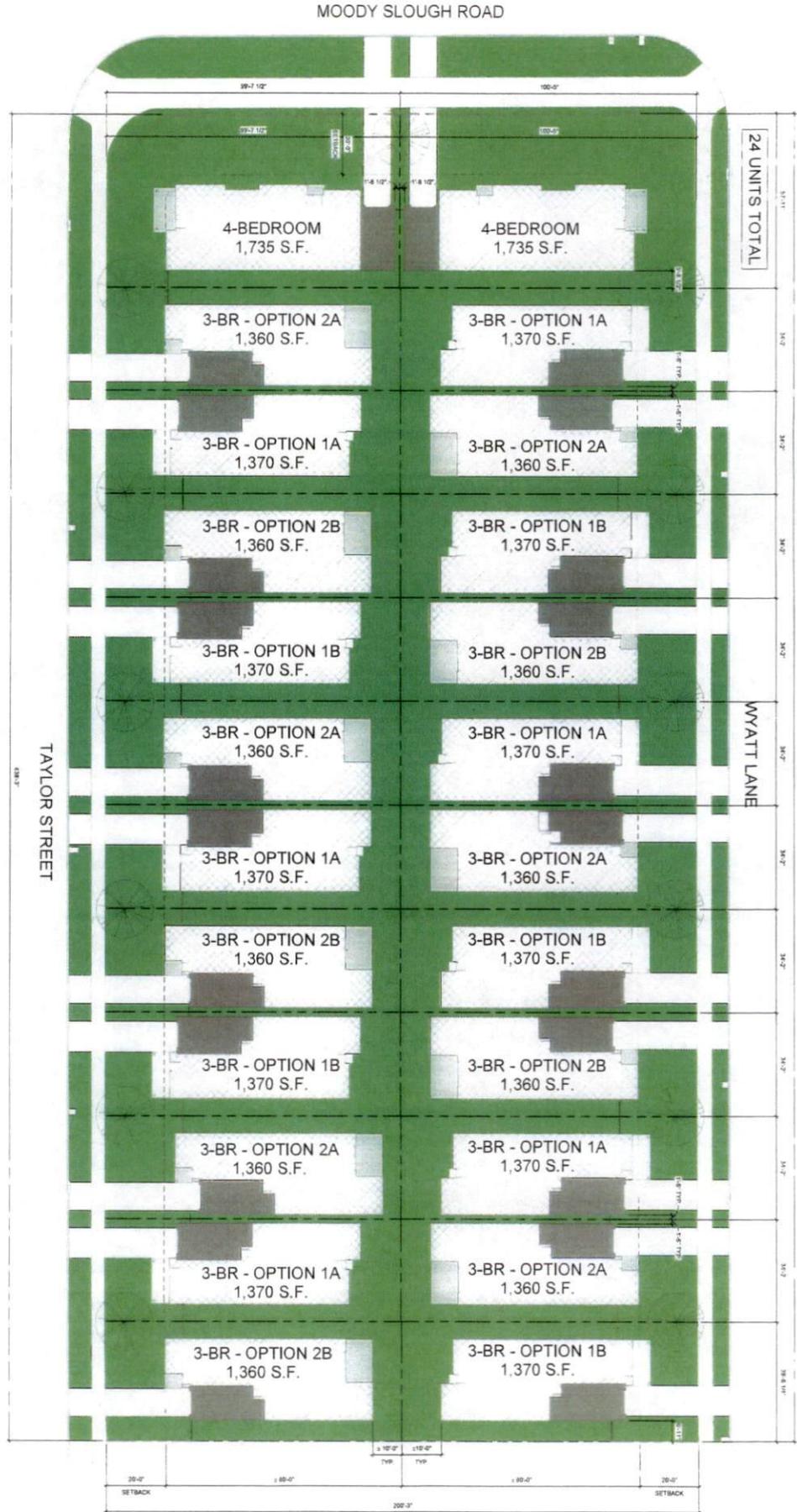
### **RECOMMENDED CITY COUNCIL ACTIONS**

1. Find per Section 15332, Class 32 of the CEQA Guidelines the proposed tentative map for the 24-lot NeighborWorks Subdivision is categorically exempt from CEQA because it meets the criteria for an in-fill development.
2. Adopt a Resolution 2020-43 (Attachment C) approving the tentative map for the 24-lot LDS Subdivision subject to the Conditions of Approval (Attachment B).
3. Introduce and waive first reading of Ordinance 2020-05 (Attachment D) adding a Planned Development Overlay Zoning to the existing Multiple-Family Residential (R-4) Zoning, (APN 030-414-022) permitting several modifications to the R-4 Zoning standards.

### **ATTACHMENTS:**

- A. Preliminary tentative map
- B. Conditions of approval
- C. Resolution 2020-43 approving tentative map
- D. Ordinance 2020-05 amending the official zoning map by adding a Planned Development Overlay Zone to the existing R-4 Zoning

① SITE PLAN - 24 UNITS



**FINDINGS OF FACT AND  
CONDITIONS OF APPROVAL FOR NEIGHBORWORKS TENTATIVE MAP**

August 18, 2020

**FINDINGS OF FACT**

**Findings for PD Overlay and PD Permit**

1. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Chapter 17.28 of the Zoning Ordinance.
2. Deviations from specified provisions of the basic zoning district on the property have been justified as necessary to achieve an improvement design for the development and/or the environment. The development complies with the remaining applicable provisions of the basic zoning district on the property.
3. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.
4. The requested plan, as modified and conditioned, will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety, or general welfare.
5. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.

**Findings for Tentative Subdivision Map (Government Code 66474)**

1. The proposed map is consistent with the General Plan.
2. The design and improvement of the proposed map is consistent with the General Plan.
3. The site is physically suitable for the type of development.
4. The site is physically suitable for the proposed density of development.
5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. The design of the subdivision and type of improvements will not cause serious public health problems.
7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

**ATTACHMENT B**

The following conditions of approval are required to be satisfied by the applicant/developer prior to final map, unless otherwise stated.

## **CONDITIONS OF APPROVAL**

### **General Plan Requirements**

1. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. At a minimum this shall include: maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution" (attached), and attainment of EPA Energy Star Standards in all units; low emission furnaces; avoidance of dark colored roofing; and a minimum of 10 percent solar photovoltaic homes.
2. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.
3. Pursuant to General Plan Policy VI.C.7, drought-tolerant and native plants, especially Valley oaks, shall be used for landscaping roadsides, parks, schools, and private properties. Pursuant to General Plan Policy VI.C.8, drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat.
4. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
5. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
6. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.
7. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.
8. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen gallons in size with a mature tree canopy of at least a thirty-foot diameter within five years. The intent is that majestic street tree species that create large canopies at maturity will be required in all medians and street-side landscape strips. The goal is to create maximum shade canopy over streets and sidewalks.

9. Pursuant to General Plan Policy VIII.D.4, a permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director.

### General

10. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.
11. All conditions identified herein shall be fully satisfied prior to acceptance of the first final map unless otherwise stated.
12. The project is as described in the July 28, 2020 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the July 28, 2020 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Planning Commission and City Council action.
13. The City requires all new homes to provide front yard landscaping with an irrigation system and perimeter fencing for all new homes. Prior to issuing a building permit the applicant shall landscaping and fencing plan to be approved by Community Development Department. Fencing shall be designed as a "good neighbor" fence. Fencing shall be constructed with steel posts faced with wood to reduce long-term maintenance costs.
14. The site plan will need to be revised to modify the side yards to two (2) feet two (2) inches and five (5) feet respectively and the overhang will need to be eliminated on the two (2) foot two (2) inch side yards. A fascia gutter will be allowed. Two (2) foot two (2) inch side yards shall be paved and sloped to drain. These changes shall be made prior to issuing a building permit.
15. The site plan will need to be revised to modify the front setback on ten (10) of the lots, including the two, four-bedroom lots, from 20 to 15 feet. Reducing the front setback to 15

feet will result in a driveway length of 23 feet. These changes shall be made prior to issuing a building permit.

16. The site plan will need to be modified so all of the lots will have the same depth of 100 feet.

### **Planned Development Overlay Zoning**

17. The Planned Development Permit allows a reduction in lot widths, lot size, front and side yard setbacks, as stated in Ordinance 2020-05. Any further modifications to the City's lot development standards will be considered by the Planning Commission when a production builder brings forward plans for the model homes.

### **Public Works and Engineering**

18. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an 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 applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant 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 of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the applicant in good faith approves the settlement, and the settlement imposes no direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.
19. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
20. The applicant shall pay all applicable taxes, fees, and charges at the rate and amount in effect at the time of such taxes, fees, and charges become due and payable.
21. Project applicant shall pay all development impact fees adopted by the City Council at the rate in effect at the time of building permit issuance and shall pay fees required by other entities.
22. The subdivision is within the Rancho Arroyo Drainage basin and a preliminary combination detention basin/underground drainage system has been approved by the City Council as an amendment to the City's Master Plan. Developer shall be responsible for paying a per

acreage fee as developer's share toward these improvements. Payment shall be made prior to recordation of the final map.

23. Project proponents shall annex into the City-Wide Assessment District in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.
24. Developer shall pay appropriate reimbursements for benefiting improvements installed by others in the amount and at the time specified by existing reimbursement agreements. The subdivision is within the zone of benefit for the W. Main Sewer Pump Station and Force Main, and the Rancho Arroyo Storm Drain Pump Station.
25. If relocation of existing facilities is deemed necessary, it shall be performed by the Developer who will also be responsible to bear all expenses associated with this condition. All public utility standards for public easements shall apply, unless otherwise approved by the City Engineer.
26. The Developer will be required to pay the appropriate City connection fees.
27. Prepare improvement plans for work within the public right-of-way, including an on-site grading plan, and submit them to the Public Works department for review and approval. The improvement plan sheets shall conform to the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal.
28. The Engineer shall provide two print sets and a PDF of each improvement plan submittal for review. Upon City Engineer approval, the Engineer shall provide 2 prints and a PDF of the approved plans.
29. All work within public right-of-way or easement shall comply with the City of Winters Public Works Department Improvement Standards and Construction Specifications, subject to the approval of the City Engineer.
30. Proposed improvements, including but not limited to, grading, streets, utilities, and landscape have not been reviewed in detail and are not approved at this time. The City Engineer shall review the design of all improvements, during the plan check process which shall be revised, as needed, at the discretion of the City Engineer. No work within the public right of way shall commence before approval of improvement plans.
31. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measure such as benching, sedimentation basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures and shall include scheduling of work to coordinate closely with grading

operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by the City Engineer.

32. The applicant shall remove all existing utilities stubbed into the site, which are no longer needed, to the satisfaction of the City. This work shall be reflected on the improvement plans.
33. Existing drainage inlets may require relocation, which will necessitate modifications to existing improvements, grades and flowlines. All modifications shall be reflected on the improvement plans.
34. Existing fire hydrants may require relocation. Improvement plans shall demonstrate new spacing, for Fire Department approval.
35. Existing streetlights may need relocation and shall be shown on improvements plans for approval. A photometric shall demonstrate compliance with city standards for light coverage.
36. Upon submittal of the initial improvement plans package, the Developer shall submit a soils and geotechnical report prepared by a geotechnical engineer that fully assesses the existing site conditions, and addresses all issues regarding excavation and grading, foundations and their construction, drainage, retaining wall systems, periodic on-site observations, and other related items involving the Project. All recommendations of the geotechnical engineer shall be incorporated into all final design and construction including foundations, grading, sewage disposal, and drainage. Final plans shall be reviewed and approved by the City Engineer prior to the issuance of a grading permit.
37. All parcels shall have a water service. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up. All services shall be off Taylor or Wyatt, unless approved otherwise by the City.
38. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.
39. Applicant's Engineer shall demonstrate existing W and SS mains are adequate for new development, and design improvements to extend if necessary to accommodate new development.
40. Consider all existing easements and access/utility agreements.
41. Appropriate easements, to the satisfaction of the City Engineer, shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
42. A 10-foot Public Utility Easement (PUE) behind right-of-way shall be dedicated along all frontages, if not previously dedicated.

43. The project will require numerous utility trenches, for main line and services, which will adversely affect the long-term viability of the new pavement on Wyatt and Taylor. Therefore, conform grinds and 2" asphalt overlay shall be performed, upon completion of the trench repairs in accordance with City Standards. The work shall encompass the full width of the two streets, along project limits. Any striping, markings, or legends removed will be replaced in-kind.
44. A Traffic Control/Detour Plan shall be submitted to the City for review and approval, before work commencing on Wyatt, Taylor, or Moody Slough.
45. Closure calculations shall be provided at the time of initial final map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined, and all lot acreages shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map.
46. The Developer shall provide the City Engineer with an electronic copy and two print copies of the recorded final map from the County, prior to issuance of the first building permit.
47. Prior to recordation of the Final Map, the Developer shall enter into a Public Improvement and Maintenance Agreement for construction of the public improvements. All Bonding and Insurance requirement shall be met.
48. A current title report shall be submitted with the first Final Map submittal. The title report shall include the entire legal boundary of property being divided.
49. Grading shall be done in accordance with a grading plan prepared by the applicant's civil engineer and approved by the City Engineer. The amount of earth removed shall not exceed that specified in the approved grading plan. All grading work shall be performed in one continuous operation. The grading plans shall be included in the improvement plans.
50. New driveways shall be designed and installed per City Standard Detail 4-11.
51. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
52. The water used in the course of construction shall be metered and the applicant shall pay for the water at a cost adopted annually the Winters City Council.
53. There may be existing joint trench along the frontages. All existing utilities shall be protected, any damage repaired at applicant's expense.
54. Existing public and private facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's sole expense, to the satisfaction of the City Engineer.

55. Grading shall be carried out during dry months, between April 1 and October 31. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters. The full cost of any necessary mitigation measures shall be borne by the project creating the potential impacts.
56. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.
57. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.
58. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.
59. All construction shall follow the requirements outlined by City Ordinances and the Building Codes.
60. Applicant shall contact the City Engineer prior to beginning construction for a pre-construction meeting.
61. All projects shall include implementation of post-construction best management practices (BMPs), in accordance with the provisions of the General Construction Activity Storm Water Permit adopted by SWRCB in 2009 and amended in 2012 (2009-009-DWQ).
62. Post construction BMPs shall be identified on improvement plans and approved by the City Engineer. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit, or a WPCP.
63. Storm Water Prevention Plan (SWPPP) shall be included as part of the improvement plan package. The SWPPP shall be prepared by the Developer's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans for approval by the Public Works Department.

64. Cut and fill slopes shall be in conformance with the recommendations of the soils engineer but shall in no case be steeper than 3:1 in public rights-of-way and easements and 2:1 in other areas.
65. Landscaped slopes along streets shall not exceed 3:1. Level areas having a minimum width of one (1) foot shall be required at the toe and top of said slopes.
66. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
67. Construction activities shall be limited to 7:00 am. to 7:00 pm Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance. Job site signage with 24-hour contact information for noise complaints shall be provided.
68. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project.
  - a. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
  - b. Grading shall not occur when wind speeds exceeds 20 MPH over a one-hour period.
  - c. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
  - d. Construction equipment and engines shall be properly maintained.
  - e. If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.
  - f. Construction practices will minimize vehicle idling
  - g. Potentially windblown materials will be watered or covered.
  - h. Construction areas and streets will be wet swept.
69. Contractor shall provide 48-hour notice to the City and adjacent residents for planned construction activity. A traffic control plan and haul route shall be submitted and approved by the City.
70. U.S. Postal Service mailbox locations shall be coordinated with the Postmaster and shown on the as-built improvement plans prior to final acceptance.
71. Occupancy of residential units shall not occur until off-site improvements (water, sewer, streets, etc.) have been approved by the City.

72. The conditions as set forth in this document are not all inclusive. The Developer shall comply with all applicable City, State, and Federal regulations and requirements.
73. Applicant shall provide irrigation and landscaping along the frontage of Moody Slough, between the back of curb and sidewalk, within public right of way. A licensed landscape architect shall prepare plans for city review and approval. Landscaping shall be consistent with other public landscape corridors along Moody Slough. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers. This landscape area will be maintained by the City.
74. Landscaping along Wyatt and Taylor, between back of curb and sidewalk, shall be installed with the adjacent house front yard landscaping, and maintained by that homeowner. Landscaping shall be approved by Community Development for all residential lots.

RESOLUTION NO. 2020-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING THE TENTATIVE SUBDIVISION MAP FOR THE  
NEIGHBORWORKS SUBDIVISION

**WHEREAS**, on July 28, 2020 the Planning Commission of the City of Winters recommended to the City Council approval of 24-lot Tentative Subdivision Map for the NeighborWorks Subdivision (the "Project"); and

**WHEREAS**, the Tentative Map is in the form attached hereto as **Exhibit A**,

**WHEREAS**, the City Council has found, per Section 15332, Class 32 of the California Environmental Quality Act (CEQA) Guidelines, the Project is categorically exempt because it meets the criteria for an infill development.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS RESOLVES AS FOLLOWS:**

SECTION 1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, the City Council hereby approves Tentative Map as depicted in **Exhibit A**.

SECTION 2. Except as specifically amended, the Tentative Map, all Findings of Fact and Conditions of Approval approved by the City Council therewith, and all other approvals and conditions approved by the City pursuant to Resolution No 2020-43 remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its adoption.

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Wade Cowan, MAYOR

ATTEST:

\_\_\_\_\_  
Tracy Jensen, City Clerk

ATTACHMENT C



NEIGHBORWORKS - WINTERS

4/23/2020  
1

① SITE PLAN - 24 UNITS

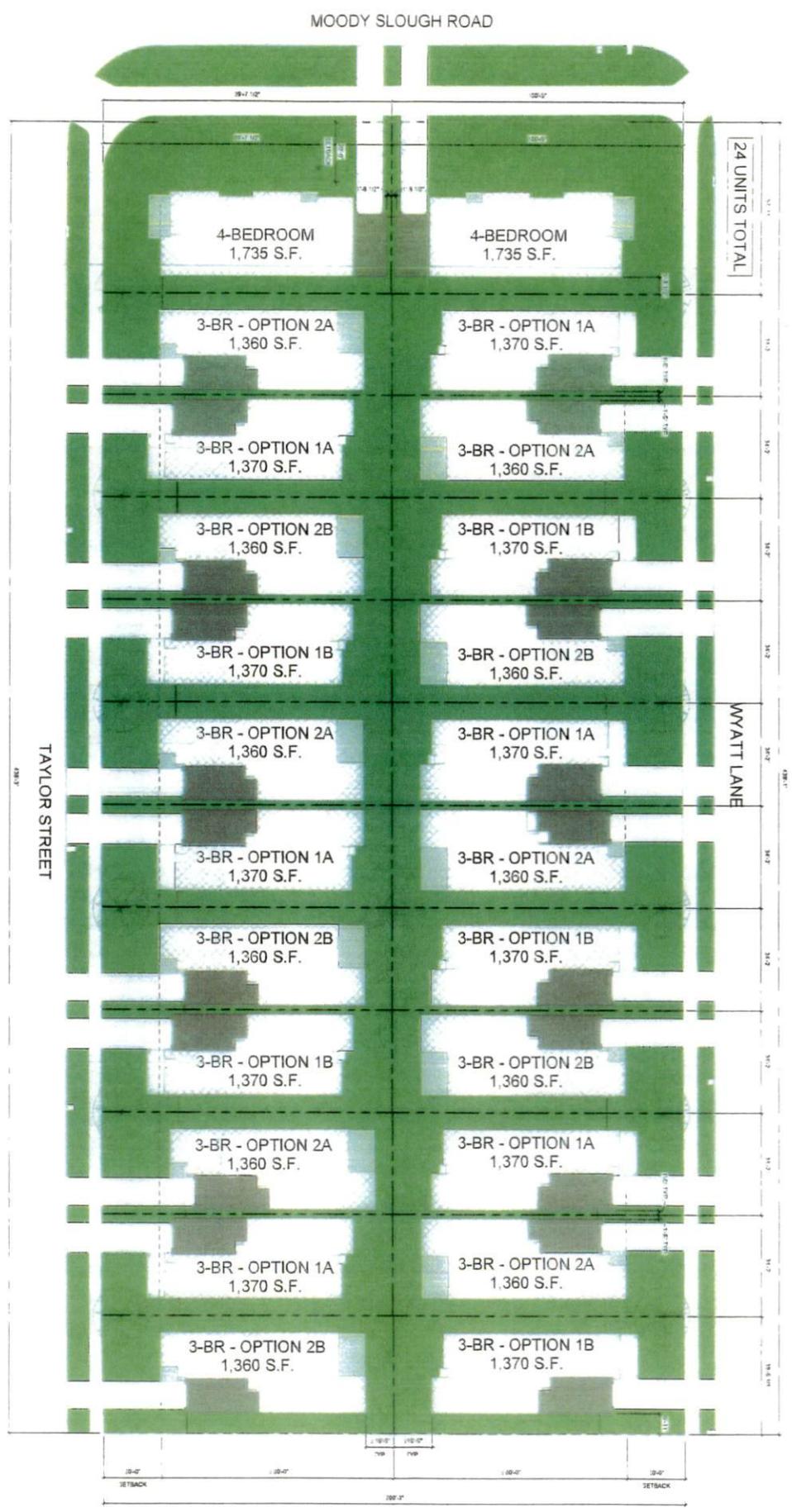


EXHIBIT A

ORDINANCE NO. 2020-05

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS  
REZONING NEIGHBORWORKS SUBDIVISION (APN 030-414-022) TO ADD A PLANNED  
DEVELOPMENT (PD) OVERLAY ZONE AND ADOPTING PD OVERLAY ZONE  
REGULATIONS**

WHEREAS, the City received an application from NeighborWorks (Applicant) requesting the City consider a rezoning of that certain property located between Taylor Street and Wyatt Lane, south of Moody Slough Road, known as ("the NeighborWorks Subdivision") by adding a PD Overlay Zone to the existing High Density Residential Multi-Family Residential, R-4 Zoning that would implement certain PD Overlay Permit Regulations that would apply to such property (the "Zoning Amendment"); and

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on July 28, 2020 to review and consider recommendation to the City Council of the proposed zoning amendment; and

WHEREAS, following said public hearing, the Planning Commission recommended on a 7 to 0 vote that the City Council approve the Zoning Amendment; and

WHEREAS, on August 18, 2020, the City Council conducted a duly noticed public hearing on the Zoning Amendment at which time all persons wishing to testify in connection with the Zoning Amendment were heard and the Zoning Amendment was comprehensively reviewed; and

WHEREAS, the City Council has reviewed all written evidence and all oral testimony presented to date, and all other legal prerequisites to the adoption of this Ordinance have occurred;

NOW, THEREFORE, The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to rezone the property known as the NeighborWorks Subdivision (APN 030-414-022) by adding a Planned Development (PD) Overlay Zone to the existing R-4 Zoning.

2. Findings. Based on the evidence presented to the City Council on or before the public hearing on the Zoning Amendment, the City Council hereby makes the following findings in conformance with Section 17.48.060 of the Winters Municipal Code:

a. The Zoning Amendment and the development of the NeighborWorks Subdivision is consistent with the general plan and the purposes of Chapter 17.48 of the Winters Municipal Code.

**ATTACHMENT D**

b. The Zoning Amendment and the proposed development of the NeighborWorks Subdivision, as contemplated herein, complies with the applicable provisions of the R-4 zoning districts, except for certain reductions to the lot width, lot size, front and side yard setbacks, which will allow for the development of similar to those located nearby on Cottage Lane which are slightly smaller units that are more affordable by design and meet a need for housing in the City of Winters that is more affordable to working families and first time homebuyers.

c. The proposed development is desirable to the public comfort and convenience as it provides new housing consistent with the City's General Plan, that will accommodate a need for smaller, affordable by design units in the City, and will be built on an in-fill site that will accommodate housing within the City limits and help to limit future outward expansion to meet the City's housing needs.

d. The requested development plan will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety or general welfare in that it will allow for development of 24 residential units on property designated and zoned for residential use consistent with the allowable density for the site, with only minor reductions in lot widths and a reduction in average lot size for the proposed development.

e. Adequate utilities, access roads, sanitation and/or necessary facilities and services will be provided, or available, and such requirements are conditions of approval for the tentative subdivision map being considered for such development.

f. The development will not create an adverse fiscal impact for the City in providing necessary services as the development is consistent with the contemplates zoning and land use designations for such site, with the City anticipating that residential units would be prepared for such site.

3. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution and Chapter 17.48 of the Winters Municipal Code.

3. Rezoning. The subject property is hereby rezoned as shown on Exhibit A, attached hereto and incorporated herein by this reference to rezone APN 030-414-022 by adding a PD Overlay Zone to said property.

4. Adoption of PD Overlay Permit. A PD Overlay Permit is hereby approved which permits a reduction in lot widths and average lot size as set forth in Exhibit B, attached hereto and incorporated herein. All other zoning requirements within this PD Overlay Zone shall be as set forth in the underlying R-1 zoning for this site.

5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

**INTRODUCED** at a regular meeting on the 18th day of August, 2020 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the --- day of ----- 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

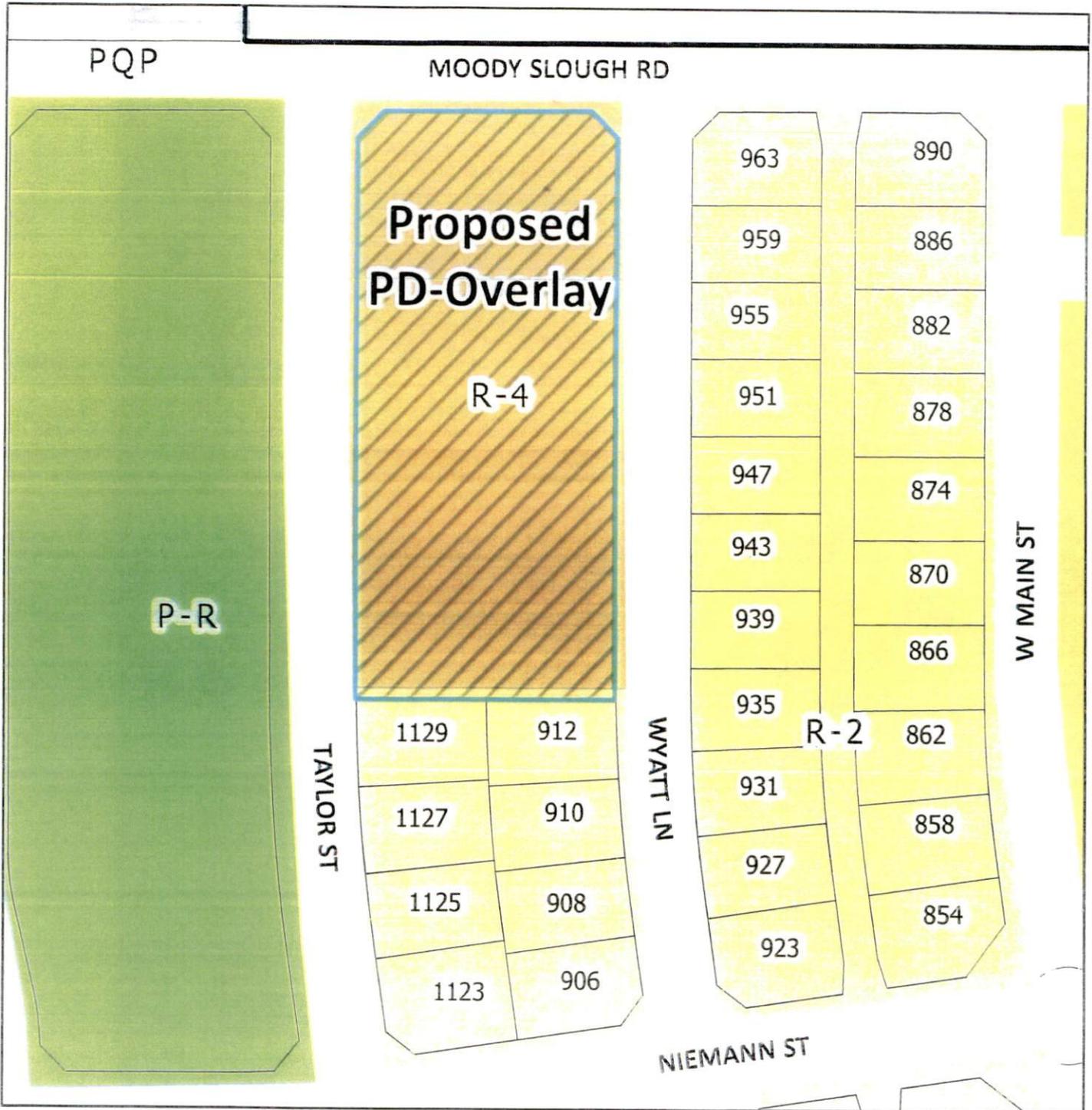
\_\_\_\_\_  
Wade Cowan, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**Zoning Districts**

- C-1 Neighborhood Commercial
- C-2 Central Business District
- D-A Downtown A (FBC)
- D-B Downtown B (FBC)
- O-F Office
- B-P Business Park
- C-H Highway Service Commercial

- M-1 Light Industrial
- M-2 Heavy Industrial
- R-1 Single Family Residential (7,000 Sq. Ft. Avg.)
- R-2 Single Family Residential (6,000 Sq. Ft. Avg.)
- R-3 Multi-Family Residential
- R-4 High Density Multi-Family Residential
- R-R Rural Residential
- PQP Public/Quasi-Public

- P-R Parks and Recreation
- O-S Open Space
- A-1 General Agriculture
- Planned Development Overlay
- City Limits



DAGOBERTO FIERROS  
WINTERS GIS  
JULY 2020

## Exhibit "B"

### PLANNED DEVELOPMENT (PD) PERMIT NeighborWorks Subdivision August 18, 2020

TERM: Unlimited term pursuant to the requirements of Section 17.48.050 of the Winters Municipal Code (Title 17, Zoning) and subject to compliance with the conditions of approval.

#### **Lot Widths**

Reduce lot width from 80 to 34 feet

#### **Lot Size**

Reduce lot size from 10,000 to 3,417 square feet

#### **Setbacks**

Reduce front setback from 20 to 15 feet

Reduce side yard setbacks from 10 feet to 5 feet 8 inches and from 10 feet to 1 foot 5 inches

#### **Parking**

Reduce off-street parking by one (1) space

#### **Patio Covers**

Allow patio covers to come within 5 feet of the rear property line



CITY COUNCIL  
STAFF REPORT

DATE: August 18, 2020  
TO: Mayor and City Council  
FROM: John W. Donlevy, Jr., City Manager   
SUBJECT: Personnel Policies Adoption

---

**RECOMMENDATION:**

That the City Council Adopt Resolution 2020-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA PROVIDING FOR THE ADOPTION OF PERSONNEL POLICIES.

**BACKGROUND:**

Since 2012, Staff has been working on a comprehensive update of the City's personnel policies to bring them into conformance with the many changes in Federal and State laws, in addition to workplace policies developed in collaboration with our City employees.

**Discussion:**

Staff is recommending the adoption of Resolution 2020-40 which will provide the most comprehensive update of the City's Personnel Rules and Regulation since the 1960's. The proposed policies incorporates previously adopted policies in addition to updates which reflect recent changes in Federal and State mandates regarding leave, harassment, and other workplace issues.

Each of the proposed policies also reflects amendments and additions to the various memorandums of understanding with our employee groups. The policies also bring us into conformance with current laws.

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

Resolution No. 2020- 40

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF WINTERS, CALIFORNIA PROVIDING FOR  
THE ADOPTION OF PERSONNEL POLICIES

WHEREAS, Section 45001 of the California Government Code allows for the establishment of a personnel system by the legislative body of a City; and

WHEREAS, the Winters Municipal Code Section 2.48 Establishes a Personnel System and Section 2.48.040 provides for the adoption and amendments of personnel rules; and

WHEREAS, revised personnel policies necessary to implement the Municipal Code have been developed to update and make current personnel policies compliant with Federal, State and local requirements; and

WHEREAS, the City has met and consulted with department heads and representatives of each of the City's represented employee groups; and

WHEREAS, the City Manager has recommended, and the City Council now wishes to adopt those policies provided in Attachment A.

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

Section 1. Personnel Regulations included as Attachment A are approved and incorporated herein by reference.

Section 2. Such Personnel Policies shall become effective upon adoption of this ordinance and may be amended thereafter in accordance with Section 2.28.040 of the Municipal Code.

Section 3. All prior resolutions and parts of resolutions in conflict with this Resolution are hereby rescinded.

**PASSED AND ADOPTED** by the City Council, City of Winters, the 21st day of July 2020 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Wade Cowan, Mayor

**ATTEST:**

\_\_\_\_\_  
Tracy S. Jensen, CITY CLERK



**City of Winters**  
**Personnel Rules & Regulations**  
**Resolution 2020-40**

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**I. INTRODUCTION**

**A. ADOPTION OF PERSONNEL SYSTEM**

In order to establish a uniform procedure for dealing with personnel matters, the personnel system set forth in these Rules and Regulations (hereinafter "Rules") is hereby adopted. These Rules supersede any prior rules and regulations and may be changed only upon approval of the City Council.

Where an applicable memorandum of understanding between the City and a recognized employee organization contains provisions that are inconsistent with any of these Rules, the language contained in the Memorandum of Understanding shall govern.

Each employee shall be given a copy of these Rules and is responsible for reading and complying with these Rules.

These Rules may be amended from time to time. However, in order to be effective, the amendment must be in writing and approved by City Council. Whenever such amendments affect the wages, hours or other terms or conditions of employment, they shall be subject to the meet and confer process as required by law.

The City Council may adopt, and/or the City Manager may implement, administrative policies that shall be supplemental to these Rules.

In the event of an emergency, any part or all of these Rules may be suspended by order of the City Manager and such suspension shall remain in effect until the City Manager's order is withdrawn.

**B. EQUAL EMPLOYMENT OPPORTUNITY**

This Equal Employment Opportunity policy applies to all applicants, officers, volunteers, and employees without exception.

The City shall not discriminate against qualified employees or applicants for employment on the basis of actual or perceived race, color, religion, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. The City shall afford equal employment opportunity to all qualified applicants or employees with respect to compensation and all terms and conditions of employment, including hiring, training, promotion, transfer, discipline, and termination.

Employees who believe they have experienced denial of equal employment opportunity or discrimination are encouraged to report this experience immediately to their supervisor and/or a Human Resources Administrator. The City shall promptly investigate the report under the Complaint Procedure for Discrimination, Harassment and Retaliation at Rule VIII.A.1 of these Rules.

**C. APPLICABILITY OF RULES**

1. The provisions of these Rules shall apply to all offices, positions and employees in the competitive service of the City, except as otherwise indicated within a specific provision of these Rules.
2. With the exception of the City's EEO policy at Rule I.B., Complaint Procedure at Rule VIII.A, and Reasonable Accommodation Policy at Rule VI.K., these Rules do not apply to the following offices and positions outside the competitive service:
  - a. Elected officers;
  - b. Members of appointed boards, commissions and committees;
  - c. Persons engaged under contract to supply expert, professional, or technical services for a definite period of time;
  - d. Volunteer personnel;
  - e. City Manager;
  - f. Department Heads;
  - g. Hourly, temporary, provisional and seasonal employees.

**D. DEFINITION OF TERMS**

Words and terms used in these Rules and in any ordinance or resolution dealing with these Rules and any other personnel policies or procedures are defined in the Rule to which they apply or as follows:

1. "Acting appointment" means the appointment of an employee to a classification in the City service on an interim basis during which that person continues to occupy the position from which he/she was appointed. Acting appointments are not considered temporary appointments.
2. "Actual hours worked" means all hours in which the employee actually performed work and does not include any paid or unpaid leave time, including but not limited to vacation and sick leave.
3. "Advancement" means a salary increase within the limits of the pay range established for classifications provided by resolution.

4. "Appointing Authority" means the City Manager.
5. "Appointment" means the employment of a person in a position.
6. "At will" means the employee serves at the pleasure of the City Manager, who retains the authority to terminate any such employee at any time with or without cause. An "at will" employee has no right of appeal of discipline or termination.
7. "Base Salary" means the salary range and step established in the Salary Schedule, exclusive of any overtime, shift-differential, incentive or other excludable pay an employee may receive.
8. "Classification" means a group of positions sufficiently and substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and the application of common standards of selection and compensation.
9. "Classification plan" means the designation by resolution of the City Council of a title for each classification together with the specifications for each classification as prepared and maintained by the Director of Administrative Services.
10. "Compensatory time off" means paid time off from work in lieu of overtime pay.
11. "Competitive service" means employment in all positions in the City service except those specifically excluded by these Rules.
12. "Continuous Service" means employment without interruption, and includes approved leaves of absence to serve in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code, as amended.
13. "Day" means calendar day unless otherwise noted.
14. "Demotion" means the voluntary or involuntary reduction of an employee from a position in one classification to a position in another classification having a lower maximum salary rate.
15. "Discharge" means the involuntary separation of an employee from the City service.
16. "Domestic Partner" means "domestic partner" as defined in California Family Code Section 297.
17. "Eligibility list" means a list of names of persons who have successfully completed the examination process for a position in the competitive service.
18. "Employment Date" means for retirement, sick leave and other benefit purposes, the effective date of an employee's initial appointment to a full-time or permanent part-time position within the competitive service.
19. "FLSA" means the Fair Labor Standards Act.

20. "FLSA-exempt" means all employees who meet one or more of the duties test exemptions from overtime under the FLSA (e.g. executive, administrative, professional) and who are paid on a salary basis, as defined below.
21. "Full-time position" means employment in which the employee normally works at least forty (40) hours per week.
22. "Hourly basis" means compensation paid according to the number of hours that an employee actually works.
23. "Job series" means a group of job classifications with similar minimum qualifications, requirements and duties.
24. "Lay-off" means the termination of an employee from City service for reasons of economy, efficiency or other non-disciplinary reason.
25. "Management" means the group of employees comprised of the following full-time, at-will appointments (positions may be vacant and/or currently unauthorized for budgetary purposes): Chief of Police, Director of Administrative Services, Director of Community Services, Director of Financial Management, Fire Chief and Housing Manager.
26. "Meet and Confer Process" means the procedures established by Section 3500, et. seq., of the California Government Code, as amended.
27. "Merit salary increase" means the performance-based advancement of an employee's salary to a higher salary level within the established salary range for the employee's classification.
28. "Non-exempt" refers to employees who are entitled to FLSA overtime, regardless of whether paid on a salary or hourly basis. Non-exempt does not include employees performing exempt duties on a primary basis under a temporary or acting appointment to an exempt-designated position.
29. "Overtime" means all actual hours worked by a non-exempt employee in excess of forty (40) hours in the employee's designated workweek, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible work schedule, or as designated under the FLSA.
30. "Position" means a combination of duties and responsibilities assigned to a single employee and performed on either a full-time or part-time basis.
31. "Probationary appointment" means employment for a working test period that is part of the selection process, during which a new or promoted employee is required to demonstrate satisfactory or better performance of the position's duties.
32. "Probationary period" means a designated period of employment in a permanent classification following appointment from an approved eligibility list. The appointment may be original or

promotional whereby the employee may be separated or removed without cause and without right of appeal.

33. "Promotional appointment" means the advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range.
34. "Provisional appointment" means appointment of a person possessing the minimum qualifications last established for a particular class other than eligibility by examination and who has been appointed to a position in that class in the absence of available eligible candidates.
35. "Provisional employee" means an employee appointed to fill a full time position vacancy for a limited time period when no valid employment eligibility list exists.
36. "Reclassification" means the reassignment of a position to another classification due to the material change of the job duties of a position.
37. "Recognized employee organization" means an employee organization that has been formally acknowledged by the City as the employee organization that represents the employees in an appropriate representation unit.
38. "Regular appointment" means the employment of a person in an authorized full-time position following successful completion of a probationary period in an authorized full-time position.
39. "Reinstatement" means the reappointment of an employee to a position in the same or a comparable classification within twelve (12) months of his/her separation in "good standing."
40. "Rejection" means the discharge from City employment of an employee who has not successfully completed the initial probationary period.
41. "Resignation" means the voluntary separation of an employee from City employment.
42. "Safety sensitive" means a position or duty of a position that the City has designated as "safety sensitive" for purposes of implementing its Drug and Alcohol policy.
43. "Salary basis" means compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work actually performed, except as required by the City's principles of public accountability for partial-day absences, or as otherwise set forth by FLSA.
44. "Salary evaluation date" means the date on which a probationary or regular employee's performance is evaluated and the date upon which the employee is eligible, on the basis of job performance for a prescribed period, for a merit salary increase within the established salary range.
45. "Seniority" means the employee's number of continuous years in competitive service from the employee's service anniversary date. Seniority in classification means the number of continuous years of service in the present or higher classification.

46. "Separation" means the voluntary or involuntary termination of employment from City service.
47. "Service anniversary date" means the original date of hire as a full-time employee for purposes of accruing benefits and determining years of service with the City.
48. "Suspension" means the temporary separation without pay of an employee from the competitive service for disciplinary purposes.
49. "Temporary appointment" means an appointment to a regular position for a period of no more than six (6) months, unless extended by the City Manager.
50. "Termination" means the separation from City service with the action initiated by the City.
51. "Transfer" means the reassignment of an employee from one position to another position in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.
52. "Workweek" means, for purposes of overtime determination, a consecutive, seven-day period that begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible workweek, or as designated under the FLSA for safety employees.
53. "Vacancy" means a duly created position which is not occupied and for which monies have been appropriated.

#### **E. HUMAN RESOURCES ADMINISTRATOR**

The City Manager may delegate to a Human Resources Administrator any of the powers and duties conferred upon him/her under these or other City rules, regulations, resolutions or ordinances. A Human Resources Administrator, or his/her designee, shall be responsible for administration of these Personnel Rules.

### **II. CLASSIFICATION PLAN AND SELECTION PROCESS**

#### **A. CLASSIFICATION PLAN**

##### **1. IMPLEMENTATION OF THE CLASSIFICATION PLAN**

A Human Resources Administrator, after consultation with the City Manager and Department Heads, shall recommend a classification plan for all classifications in the competitive service that includes but is not limited to the following for each classification:

- a. the classification title;
- b. a description of typical duties and responsibilities;

- c. the functions of the classification;
- d. a statement of the desirable training, experience and other qualifications of applicants for the classification;
- e. whether the classification or any of its duties are safety-sensitive.

A Human Resources Administrator shall ensure that all positions within the same classification are substantially similar with respect to duties, authority, decision-making, character of work, and schedules of compensation.

## 2. PERIODIC UPDATES

From time to time a Human Resources Administrator shall review the classification plan to ensure that it is accurate and make amendments to reclassify or add positions or classifications or to make other changes as necessary or appropriate.

## 3. ADOPTION BY CITY COUNCIL

The classification plan shall become effective only upon adoption by resolution of the City Council. Upon adoption, the classification plan shall take immediate effect.

## 4. AMENDMENTS

The classification or position descriptions may be abolished or amended from time to time by a Human Resources Administrator as deemed in the best interest of the City service. In addition, new classification or position descriptions may be added to the City's Position Classification Plan. If new positions are added to the City services, such positions shall be allocated to an appropriate class by a Human Resources Administrator.

## 5. ASSIGNMENT OF CLASSIFICATIONS TO BARGAINING UNITS

Assignment or reassignment of classifications to employee units of representation shall be at the sole discretion of the City Manager and in accordance with the Employer- Employee Relations Resolution.

### **B. NEW POSITIONS AND VACANCIES**

New positions and permanent vacancies of regular positions in the competitive service may be filled by reinstatement, transfer, demotion, or from an eligibility or promotional list, as deemed appropriate within the discretion of the City Manager.

### **C. JOB ANNOUNCEMENTS**

Positions to be filled in the competitive service shall be publicized by distributing announcements to those City divisions and City or other publications as deemed advisable and appropriate within the discretion of the City Manager and Human Resources Administrator and in consultation with the Department Head. When the City seeks only promotional candidates, distributions will be limited to internal sources.

Additionally, when distribution of a job announcement would detrimentally delay the filling of a position the City, in its sole discretion, may instead opt to fill the position temporarily from immediately available sources. In the event a job announcement is distributed, it will specify the:

- a. department, title and pay range of the classification for which the examination is announced;
- b. nature of the work to be performed;
- c. desired skills and experience;
- d. date, time, place and manner of making applications;
- e. closing date for receiving applications;
- f. minimum requirements for the position;
- g. manner and method by which vacancies shall be filled, including passing scores for tests, if applicable; and
- h. other pertinent information in the discretion of the City.

**D. APPLICATIONS**

Applications shall be made on the media and instruments used by the City for the recruitment of personnel. All applications must be signed by the person applying and must be submitted on or before the filing deadline stated in the job announcement. A Human Resources Administrator may permit a letter, resume or other indication of interest to be accepted, pending receipt of a properly completed application.

When necessary to meet continued requirements for filling positions due to non-availability of applicants for a classification or position, or due to a high turnover rate, the closing date for any selection process may be indefinite and applicants may be tested continuously in such manner and at such times and places as may be provided by the City. The City may exclude such applicants from further testing at its discretion.

As part of the pre-employment procedure, applicants may be required to supply references, and submit to a thorough background check by the City. In addition, all employees must be physically and mentally capable of performing the essential functions of their jobs with or without reasonable accommodation. The City shall have the right to conduct a complete and exhaustive background investigation on all applicants seeking employment with the City, including a criminal background check, where applicable, and a medical and/or psychological examination by City-retained medical practitioners, where deemed appropriate by the City. However, any medical or psychological examination shall be conducted only after a conditional job offer has been made, in accordance with applicable law.

**E. DISQUALIFICATION**

The City of Winters may reject any application for a position in the competitive service for reasons including, but not limited to, the following:

- a. The applicant did not properly complete the application;
- b. The application indicates on its face that the applicant does not possess the minimum qualifications for the position;
- c. The applicant is unable to perform the essential functions of the position sought, with or without reasonable accommodations;
- d. The applicant is currently using illegal drugs;
- e. The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying;
- f. The applicant is not legally permitted to work within the United States;
- g. The applicant has made false statement of any material fact or practiced or attempted to practice deception or fraud in making application for employment; or
- h. For any material cause which in the judgment of the City Manager and Human Resources Administrator would render the applicant unsuitable for the position, including a prior resignation from City service, termination from City service, or significant disciplinary action.

A Human Resources Administrator shall mail a notice of any rejection to the mailing address provided by the applicant on the application. Improperly completed applications may be returned to the applicant with notice of the defect, provided the time limit for receiving applications has not expired. An applicant has no right to grieve or appeal any such actions by the City.

**F. SUBJECT AND METHOD OF EXAMINATIONS**

A Human Resources Administrator, in consultation with the Department Head, will determine the manner, methods, applicant pool, how and by whom examinations shall be given. All examinations and background checks will be job-related and consistent with a business necessity.

Examinations shall be competitive and may consist of written tests, oral tests, performance tests, evaluations of prior training and performance, experience and education, interviews, style assessments, file review, or any combination thereof.

**G. QUALIFYING GRADE AND RATING EXAMINATIONS**

In all examinations, the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of

the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

**H. ELIGIBILITY LISTS**

Eligibility lists shall be established and certified by a Human Resources Administrator and Department Head following all applicable examinations. The eligibility list shall consist of names of applicants with composite scores and/or rating sheets.

Eligibility lists shall be valid and in effect for a period of one (1) year. An eligibility list may be extended upon the recommendation of the Department Head and by action of a Human Resources Administrator for additional six-month periods, but in no event shall a list remain in effect for more than one (1) additional year.

If less than five (5) names of qualified applicants are available for a new appointment, a Human Resources Administrator may declare the list invalid and announce a new recruitment and examination period. If there are less than three (3) applicants on a promotional eligibility list, a Human Resources Administrator, in consultation with the Department Head, may declare the list invalid and announce a new recruitment and examination period.

**I. REMOVAL OF NAMES FROM ELIGIBILITY LIST**

Names may be removed from an eligibility list for any of the following reasons:

- a. If an eligible candidate requests in writing that his/her name be removed;
- b. If an eligible candidate fails to accept an offer of employment within ten (10) calendar days following the making of such offer;
- c. If an eligible candidate on a promotional list resigns from the service;
- d. If an eligible candidate is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation;
- e. If a person on the eligibility list leaves no forwarding address;
- f. Any other lawful reasons.

**J. RELATIVES WORKING FOR THE CITY**

The following definitions apply to this Rule:

1. "Relative" means spouse, domestic partner, child, step-child, parent, step- parent grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
2. "Supervisory relationship" means one in which one person exercises the right to control, direct, reward, or discipline another person by virtue of the duties and responsibilities assigned to his or her position.

The City reserves the right not to appoint or promote a person to a position in any department in which such person's relative already holds a position, when such employment would result in any of the following:

- a. A direct supervisory relationship;
- b. The employees having job duties that require performance of shared duties on the same or related work assignment;
- c. Both employees having the same immediate supervisor.

If an existing City employee marries another existing City employee, or cohabits with another City employee in a romantic relationship, both employees shall be allowed to retain their respective positions, unless it would result in one of the following:

- a. A direct supervisory relationship between the couple;
- b. A significant and likely potential for creating an adverse impact on supervision, safety, security, morale or efficiency;

Under either of these circumstances, a Human Resources Administrator and Department Head will attempt to:

- a. Redefine the duties of the employees involved to avoid a supervisory relationship or eliminate the significant and likely potential for creating an adverse impact on supervision, safety, security, morale or efficiently.
- b. Transfer one spouse/domestic partner to a similar position.

However, if continuing employment of two spouses/domestic partners cannot be accommodated, then the City retains sole discretion to separate one of the spouse(s)/domestic partner(s) from employment.

### **III. APPOINTMENTS**

#### **A. OFFERS OF APPOINTMENT**

The City Manager or his/her designee shall effect an appointment by extending a conditional offer of appointment to an applicant. If the applicant accepts the offer of appointment, the appointment shall be deemed completed, subject to examination(s) as set out in Rule III.B. If the applicant does not accept the

offer of appointment within the time period designated by the City Manager or his/her designee, the offer shall expire and the offer of appointment shall be deemed declined by the applicant. However, an offer of an appointment to a City position and acceptance of that appointment does not create a contract of employment between the City and appointee. City employment is not held by contract, but rather is governed by these Rules and Council resolutions.

#### **B. PRE-EMPLOYMENT EXAMINATIONS**

As part of the pre-employment procedure, applicants shall be required to supply references and submit to a thorough background check, including Live Scan fingerprinting. Safety employees shall be subject to investigation in accordance with Department of Justice and/or Police Officer Standards and Training requirements. In the case of employees handling money or other valuables in the course of their duties, a credit check may be done in accordance with applicable law.

All offers for appointment to a position in the competitive service shall be contingent upon the appointee passing medical and/or psychological examination and testing to determine whether the appointee can perform the essential functions of the job, with or without reasonable accommodation. Such pre-employment medical examination shall also include an illegal drug screening. If the examination reveals that the appointee cannot perform the essential functions of the job, with or without reasonable accommodation, or that the person uses illegal drugs, the person may be disqualified from consideration for employment.

If an applicant is disqualified from appointment to a position for failing to meet the medical and psychological standards for the job class, the applicant may file a written request to review the disqualification. Such request must be submitted to Human Resources Administrator no later than five (5) working days after the postmarked date of the notification or disqualification. The applicant may submit medical evidence supporting his/her claim that he/she should not have been disqualified. Submittals shall be accepted for a period of fifteen days, commencing with the date of notification of disqualification. In case of a genuine dispute, the City may require the applicant to be examined by a physician or medical evaluator of the City's choice. Any such examination shall be paid for by the City. The City shall make the final determination based on this examination. If the disqualification is upheld, the applicant has no further right of appeal of the City's determination.

#### **C. PROBATIONARY APPOINTMENTS**

The probationary period shall be an integral part of the examination process and shall be utilized as an opportunity to observe the employee's work, to provide special training, to assist the employee in adjusting to the new position, and reject any employee whose work performance, adaptation or personal conduct fails to meet required standards. A probationary employee shall have no rights of tenure and may be terminated without cause, without notice, and without any right of appeal, except as noted in Section III.I of these Rules.

All original and promotional appointments shall be tentative and subject to successful completion of a probationary period of not less than six (6) months of actual and continuous service. The probationary period for fire employees and lateral police employees shall not be less than one year of actual and continuous service. New police employees shall have a probationary period of twelve (12) months of actual and continual service after completion of safety academy training. The probationary period shall be automatically extended for all unpaid leaves of absence.

At least four (4) weeks prior to the projected completion of any probationary period, a Human Resources Administrator shall notify the Department Head or appointing authority and the probationer concerned of the impending completion date. If the service of the probationary employee has been satisfactory, the Department Head, with approval of the appointing authority, shall file with the Administrative Services Director a written recommendation that the employee receive a regular appointment. Upon the recommendation of the Department Head, a Human Resources Administrator may extend an employee's probationary period by a maximum period of six (6) months past the end of the initial probationary period. The Department Head recommending an extension must file his/her recommendation in writing with a Human Resources Administrator prior to expiration of the probationary period. The City Manager and Human Resources Administrator shall make the final decision regarding whether the probationary period will be extended. This decision is not subject to appeal. A probationary period shall not be extended for more than one six-month term.

#### **D. REGULAR APPOINTMENTS**

Following successful completion of a probationary period in an authorized full-time position, an employee shall be classified as a regular appointee.

#### **E. AT WILL APPOINTMENTS**

At will positions are not subject to the job protections described in these Rules, including process and rules for recruitment, discipline, termination, probationary periods, testing and appointment from eligibility lists. The employment of at will personnel may be terminated at any time, for any legal reason, and without any requirement of demonstrating "good cause." At will employees have no right to appeal any discipline or termination.

#### **F. MANAGEMENT APPOINTMENTS – DEPARTMENT HEADS**

Appointments to management positions reporting directly to the City Manager are not subject to the Rules regarding recruitment, selection, testing and eligibility lists. Management employees are so distinguished as they: 1) have as their primary duty the management of an enterprise or recognized department or subdivision; 2) render suggestions as to the hiring and firing of employees in their department; 3) customarily and regularly exercise discretionary powers; 4) have as their primary duty the function as a manager, and 5) do not devote more than 20 percent of their weekly work time to non-management activities. Management appointments may be designated as "at will" positions.

#### **G. TEMPORARY APPOINTMENTS**

The City may make appointments that are temporary whenever it has a legitimate need to do so. Such appointments shall not attain permanent status and shall be deemed "at will." All temporary appointments are subject to the following requirements:

- a. Any person appointed to temporary status must meet the minimum qualifications for the position to which he/she is being appointed.
- b. A temporary appointment shall not exceed a period of six (6) months unless an extension is authorized in writing by the City Manager. The extension shall not exceed an additional six (6) months.
- c. Temporary appointees shall be compensated at the hourly equivalent of the salary range assigned to a regular employee in the same classification. Temporary employees who are regular City employees at the time of temporary appointment are not eligible for salary increases in the temporary classification.
- d. Prior to being appointed to regular status, a temporary appointee must successfully complete the competitive recruitment process.

#### **H. ACTING APPOINTMENTS**

Whenever the needs of the City, due to vacancy, extended illness, or other extenuating circumstances require, the City may appoint, on an acting basis, a regular employee from a lower classification to perform the duties of the vacant higher position.

The affected Department Head shall indicate in writing to the City Manager and Human Resources Administrator the need for an acting appointment and any recommended employee(s) to serve in the appointment.

To be eligible for an acting appointment, the employee must possess the minimum qualifications of the higher classification.

The employee assigned to perform the duties of a higher classification, shall not serve for more than ninety (90) working days in a higher classification that is vacant without the position becoming subject to the announcement and selection process set forth in Rule II. However, the City may extend the time for the acting assignment if circumstances warrant.

If the person is subsequently promoted from acting capacity into the same position in a regular capacity, the period of time of service in the acting capacity may be credited to the required period of probation for the regular appointment.

#### **I. PROMOTIONAL APPOINTMENTS**

Promotional appointees are subject to the same application, testing and probationary employment requirements as all other regular applicants. An employee on promotional probation shall

have no rights of tenure in the promotional position and may be returned to his/her former position without cause, without notice and without any right of appeal.

In the event that a promotional appointee does not pass probation, the City shall return the employee to his/her prior position, or appoint the employee to a position in the same or lower classification as the prior position. The employee shall not serve a new probationary period if returned to his/her prior position.

The effective date of a promotional appointment shall determine the employee's new salary evaluation date. Promoted employees may be evaluated after six (6) months service and shall be evaluated annually thereafter.

**J. EMERGENCY APPOINTMENTS**

To meet the immediate requirements of an emergency condition, such as major fire, flood, earthquake, or other public calamity that threatens public life or property, the appointing authority may employ such persons as may be needed for the duration of the emergency without regard to the personnel rules and regulations affecting appointments. Such employees serve at the will of the City Manager and may be dismissed without cause and without any right of appeal, grievance or hearing.

**K. PART TIME SEASONAL AND TEMPORARY EMPLOYEES**

Part time, seasonal and temporary employees are employed on an at will basis and may be terminated at any time with or without cause and without right of appeal.

All part time, seasonal and temporary employees shall be compensated on a straight hourly basis for the actual number of hours worked. The rate of pay shall be determined by the City's compensation plan and shall be within the salary range for the specified position.

No seasonal, part-time or temporary employees shall be eligible for participation in any benefit program established by the City, except as required by state and/or federal law.

Part time, seasonal and temporary employees shall work on a schedule determined by the City. These positions may be eliminated and/or replaced with full time positions as determined by the City.

No part time, seasonal or temporary employee shall be eligible for a salary adjustment except as provided in a Council approved compensation plan. In general, no part time, seasonal or temporary employee shall be eligible for a salary adjustment except upon the satisfactory completion of one of the following condition:

- a. Completion a minimum of six-months of service; or

However, the City may make salary adjustments at an earlier date if circumstances warrant such adjustment.

For the purpose of calculating longevity, part time hours worked may be converted to equivalent full time hours.

#### **L. VOLUNTEERS**

The City may utilize volunteers for the delivery of City services. The use of volunteers shall be subject to approval by the City Manager. Volunteers shall not be eligible for salaries, benefits or other compensation unless specifically provided for by Resolution of the City Council. Subject to approval by the City Manager, necessary equipment or uniforms and reimbursement for approved actual expenses and mileage may be provided.

Subject to approval by the City Manager, employees may volunteer to provide services to the City outside of their normal duties, provided they are not performing the same or similar duties for which they or any other City employee are normally compensated and the responsibilities are occasional and sporadic. Employees engaging in such volunteer assignments shall not be entitled to compensation. Volunteers may be separated from City service, at the City's sole discretion, at any time without cause and without right of appeal.

Volunteer assignments may be offered during an employee's regular work hours. In such instances the employee shall obtain the approval of his/her supervisor prior to leaving his/her regular work assignment. Employees opting for volunteer work in lieu of their regular work duties shall use accrued or unpaid leave to account for their absence from their regular job.

#### **IV. CHANGES TO POSITIONS**

##### **A. TRANSFERS**

A Department Head may, at any time and for any reason, transfer an employee from one position to another position in the same or comparable classification with the same or comparable qualifications and without loss of compensation, after notice to a Human Resources Administrator and approval by the City Manager. Employees who desire a transfer may also submit a request for voluntary transfer to their Department Head for consideration. The Department Head may deny the transfer request in his/her sole discretion.

The City may initiate a transfer of a qualified disabled employee to another position as a reasonable accommodation for the employee's disability. Such transfers may have priority over any candidates on an existing eligibility list.

##### **B. RECLASSIFICATION**

Should a Human Resources Administrator determine, pursuant to Rule II.A. that the job duties of a position in the competitive service have materially changed at the direction of the City, and not because the employee voluntarily assumed or declined duties, a Human Resources Administrator and City Manager at their discretion, may reassign the position to another classification.

An employee may be reclassified without competitive exam if the City Manager and Human Resources Administrator determines the employee has met the minimum qualifications of the new classification and has performed the duties of the reclassified position for a minimum period of nine (9) months. Reclassification shall not be used for the purpose of avoiding competitive selection processes.

The employee's salary evaluation date shall not change as a result of the reclassification.

### **C. DEMOTIONS**

An employee may be demoted for cause pursuant to the Disciplinary Action policy at Rule XI., or for organizational reasons, pursuant to Layoffs at Rule IV.D.

A demoted employee shall be required to serve a probationary period in the lower classification unless the lower classification is in the same job series or the employee completed probation in the lower classification. In the event the demoted employee does not pass probation, the employee shall be terminated from employment without right of appeal. The effective date of a demotion shall establish a new salary evaluation date.

An employee may request a voluntary demotion to a lower classification in which the employee meets the minimum qualifications. The request shall be in writing and submitted to the Department Head for consideration. The Department Head may approve or deny the demotion request with the consent of the City Manager and written confirmation to the Director of Administrative Services. If approved, the employee shall sign an acknowledgement of voluntary demotion and reduction of salary and benefits.

If an employee voluntarily demotes to another position in the same or comparable classification the employee's salary evaluation date shall remain the same as it was prior to the demotion.

### **D. LAYOFFS**

Should the City Manager determine reductions in force to be necessary due to lack of work, reorganization or for financial reasons, he/she may initiate lay-offs. In the event of layoffs, the City shall provide effected employees with as much notice as possible.

In determining the order of lay-offs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority and needs of the City. Variations from the order of layoffs and recall from layoff may occur when the City deems such variations appropriate under the circumstances.

The factors the City, in its discretion, may use to determine layoffs include but are not limited to the following:

- a. An employee's last three performance evaluations;
- b. Any history of employee commendations, awards, etc.;

- c. Any history of employee disciplinary action;
- d. Attendance records, including tardiness and unexcused absences;
- e. Safety record, including personal injury and damage to City property;
- f. Probationary, part time and temporary employees shall be laid off before a regular employee in the same classification;
- g. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority may be laid off first;
- h. Between two regular appointees in the same classification, the employee with lesser skills, abilities or qualifications, may be laid off first, without regard to seniority.

**E. BUMPING**

“Bumping” means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position, or a position in the same job series.

A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee, or a position in the same job series, in accordance with the criteria specified. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification.

The City shall notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify a Human Resources Administrator in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification into which he/she intends to bump. Failure to provide such notification shall be deemed a waiver of bumping rights by the employee.

Where there is more than one employee in a position available for bumping, or the conditions set forth in a Council-approved Memorandum of Understanding, shall be used to determine which employee, if any, will be bumped.

Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified.

**F. REINSTATEMENT FROM LAY-OFF**

Following lay-off from a position or lay-off from City employment, employees may be reinstated upon the recommendation of the Department Head, the concurrence of a Human Resources Administrator and with the approval of the City Manager, to the position from which they were laid off based on their qualifications, availability, and the needs of the City pursuant to the Reinstatement policy.

## **G. SEPARATIONS**

All employees who separate from City service, that is, whose employment with the City terminates through separation for cause, layoff, resignation, or retirement must:

- a. Return all City property to a Human Resources Administrator or the immediate supervisor prior to receiving the final paycheck.
- b. Clear any existing financial obligations with the City.
- c. If applicable, file a Form 700 with the City Clerk.

In addition, employees who resign or retire shall adhere to the following procedures before they will be deemed to have terminated in good standing:

- a. Submit a written notification stating the intent to terminate and the proposed effective date to their immediate supervisor.
- b. Provide a minimum notice of two weeks. The City encourages employees who become aware of their pending termination from the City to let a Human Resources Administrator know as far in advance as possible.

## **H. REINSTATEMENT**

At the recommendation of the Department Head, and with the approval of the appointing authority, employees who (1) resigned, retired, or were laid off and (2) were in good standing at the time of separation, may be reinstated within twelve (12) months, to their former position, if vacant, or to a vacant position in the same classification, without being subject to the application requirements of Rule II. Preference for reinstatement may be given to employees who were laid off.

A reinstated employee shall serve a probationary period as defined in these Rules. An individual requesting reinstatement shall be required to pass a medical and/or psychological examination and any other qualifying tests or procedures as in the case of a new employee. If reinstated, credit may be granted for prior service in terms of benefit accrual rates and seniority in the discretion of a Human Resources Administrator in consultation with the Department Head. Employees reinstated after lay-offs shall receive credit for prior service with the City.

All reinstatements shall comply with CalPERS and PEPRAs conditions.

## **V. COMPENSATION**

### **A. COMPENSATION PHILOSOPHY**

#### **1. COMPENSATION SYSTEM PRINCIPLES**

The City of Winters is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. Accordingly, the City establishes its compensation system in accordance with the principles of public accountability.

## **2. COMPENSATION PLAN (Salary Schedule)**

A Human Resources Administrator shall prepare a Salary Schedule that includes the following:

- a. the salary ranges for all classifications in the competitive service, showing the minimum and maximum rates of pay;
- b. a designation of the position as full-time, hourly, or temporary;
- c. a designation of the position as paid on an hourly or salary basis.

These rules do not preclude the creation of separate management pay plans that, if adopted by the Council, must be administered in accordance with the procedures adopted for such plan(s) by the City Council.

## **3. REVIEW OF COMPENSATION PLAN**

On a periodic basis, but not less than every two years, a Human Resources Administrator shall survey benchmark classifications in accordance with City Council policy. Survey results shall be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a particular position or classification.

The Human Resources Administrator shall also determine whether any modifications are necessary due to changes to positions or classifications, including changes to exempt or non-exempt status, resulting from his/her periodic review of the Classification Plan.

The Human Resources Administrator shall submit any modified Compensation Plan in proposed form to the City Manager for approval and then to the City Council for adoption.

### **B. SALARY UPON APPOINTMENT**

Initial appointments shall normally be made at the first step of the salary range for the particular classification in which the appointment is made. When, in the judgment of the Department Head, the education, training, and/or experience of a proposed employee are such that a salary in excess of the first step is justified, the City Manager may authorize an appointment to a position at a higher step in the salary range.

### **C. SALARY UPON HOURLY APPOINTMENT**

Hourly employees receive only legally mandated benefits other than the hourly rate of pay. An hourly employee shall be compensated on an hourly basis at the hourly rate to which his/her classification has

been allocated or shall be paid an hourly rate equivalent to the pro-rata share of the monthly salary to which he/she would be entitled were he/she a full-time employee.

**D. SALARY UPON ACTING APPOINTMENT**

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

1. Service in an acting capacity shall not continue beyond six (6) months except upon mutual agreement of the City and employee.
2. An employee having served in an acting capacity and subsequently appointed to the position shall establish a new anniversary date retroactive to the beginning of the acting appointment. If the employee does not meet the minimum requirements for the position, then the anniversary date will not be set until the minimum requirements are met.

**E. SALARY UPON PROMOTION**

An employee who is appointed to a position in a classification allocated to a higher salary range than the employee's present classification shall receive the next highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range. Payment in such new salary range shall commence at the beginning of the pay period in which the appointment becomes effective.

**F. SALARY UPON TRANSFER**

An employee who is transferred from one position to another in the same classification or to another position in a classification having the same salary range shall be compensated at the same step in the salary range as previously received.

**G. SALARY UPON RECLASSIFICATION**

1. UPWARD RECLASSIFICATION

An employee whose position is reclassified to a job classification with a higher salary range, and who meets the qualifications and requirements for the new classification, shall be compensated at the closest step within the new salary range that will provide a minimum increase of five percent (5%). A new probationary period is not required and the performance review date shall not change.

2. DOWNWARD RECLASSIFICATION

An employee whose position is reclassified to a job classification with a lower salary range shall:

- a. retain his/her current salary if the current salary is the same as a step within the salary range of the new classification;
- b. be placed at the closest step within the salary range of the new classification that approximates the current salary if the current salary is between steps within the new salary range.

3. MOVE UP

In the event that an employee is assigned by a Department Head, Supervisor or his/her designee to work in a higher compensated classification and works in that capacity in whole for a minimum of two (2) weeks, He/she will receive the pay of the higher rated classification retroactive to the beginning date. The increase in pay shall be at least five (5%) percent or Step A of the higher classification (whichever is greater), not to exceed the top step of the higher rated classification.

**H. SALARY UPON DEMOTION**

The salary of an employee who is demoted for cause to a position in a classification allocated to a lower salary range than the employee's current classification shall be reduced to a step in the salary range for the classification to which the employee has been demoted. The Department Head, with the approval of a Human Resources Administrator, shall determine the step within the range on which the demoted employee will be placed.

An employee voluntarily demoted or demoted pursuant to a lay-off shall be compensated at the nearest lower monthly salary rate in the salary range for the classification to which he/she has been demoted to the demoted employee's salary rate prior to layoff. The effective date of a demotion shall establish a new salary evaluation date.

**I. MERIT SALARY INCREASES**

1. ELIGIBILITY FOR A MERIT INCREASE

Merit increases are based solely upon job performance. They are not automatic and there is no annual entitlement. Employees are eligible for a merit increase each year based upon the evaluation of their performance. Only regular appointees are eligible for merit increases, and no employees shall receive an increase that exceeds the maximum rate established for their classification. In order to receive a merit increase, employees must receive both at least a minimum rating of "Meets Expectation" or above on their job performance evaluation and a recommendation for a merit increase by the Department Head. Any such merit increase shall be applied retroactively to the employee's most recent service anniversary date.

2. POSTPONEMENT OF A MERIT INCREASE

Rather than recommend a merit increase at the time of the performance evaluation, the Department Head, in his/her discretion, may opt to postpone the decision pending further review of the employee's job performance for a period not to exceed six (6) months. The Department Head shall include the reasons for the postponement in any such recommendation. If, during or at the conclusion of the period of postponement, the Department Head recommends a merit increase, the increase shall take effect in the pay period that immediately follows the pay period in which the recommendation is made, and that date shall become the new salary evaluation date.

**J. SALARY UPON SUSPENSION WITHOUT PAY**

Any employee who has been suspended for disciplinary reasons shall not receive pay for the duration of the suspension, nor shall any benefits which are calculated upon hours worked be credited to the employee, including, but not limited to, sick leave, vacation, retirement, disability insurance, standby pay or overtime, during the period of suspension. Employees suspended without pay for disciplinary reasons shall not be subject to call out or eligible for call out benefits. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension, excluding overtime and call out benefits.

**K. OVERTIME COMPENSATION**

The City is committed to observing all of its obligations under the Fair Labor Standards Act ("FLSA"). These rules, as well as all applicable provisions in the Memoranda of Understanding and all City pay practices, shall be interpreted to ensure the minimum requirements of the FLSA.

**1. OVERTIME COMPENSATION**

As a matter of general policy, the City does not permit employees to work overtime and will provide adequate staff to handle normal operations as needed.

The City designates as "FLSA Exempt" those employees who work in professional, executive or administrative capacities and who are therefore not entitled to overtime compensation under the FLSA. Except when necessary to address an emergency or special circumstances, employees who are entitled to overtime compensation under the law may not work outside of regularly scheduled working hours, or during unpaid meal periods, without the prior authorization of a supervisor. In any event, employees shall report overtime work as soon as possible after the work is performed. Violations of this Rule may result in discipline, up to and including termination of employment.

All overtime work must have the approval of the appropriate supervisor prior to actual performance of the work. Failure to obtain such approval in advance may result in discipline.

All non-exempt employees shall be compensated at one and one-half times their regular hourly rate for overtime hours worked, in accordance with FLSA.

Only actual hours worked shall be considered as hours worked for purposes of calculating overtime pay, unless authorized in a Memorandum of Understanding adopted by City Council. No overtime shall be recorded or reported for less than 8 minutes of work.

2. COMPENSATORY TIME-OFF

Employees may opt to accrue Compensatory Time-Off ("CTO") in lieu of cash payment for overtime worked if the requirements of this rule have been met.

CTO shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the FLSA. Use of CTO earned shall be granted provided that: 1) its use does not unduly disrupt the operations of the City; and 2) the request is made to the employee's supervisor prior to the time when the employee desires to use the leave. If the employee does not provide five days of notice, or if the use of CTO would unduly disrupt City operations, the City shall cash out the CTO requested at the end of the current pay period in the employee's regular pay check.

L. DEDUCTIONS FROM PAY

1. DEDUCTIONS FROM SALARIES FOR PERSONAL OR SICK LEAVE

Consistent with the City's compensation system based on the principles of public accountability, all FLSA-exempt employees who are absent from work for personal reasons or because of illness for less than one workday must first exhaust any available paid accrued leave toward the absence or request. In the event the salaried employee has exhausted all available accrued leave, the City Manager may approve unpaid leave time, which shall be deducted from the employee's pay.

2. PROHIBITED DEDUCTIONS FROM SALARIES

Notwithstanding any other provision in these Rules, in no event shall the City take deductions from paychecks of FLSA-exempt employees for any of the following:

- a. Jury duty in which the employee does any work; (see Jury Duty Policy)
- b. Temporary military leave;
- c. Witness leave in which the employee does any work, except when the employee has brought the legal action; and
- d. Disciplinary action of suspensions less than one full workweek unless the discipline is based on an infraction of workplace conduct rules.

M. ERRORS IN COMPENSATION

In the event of any underpayment of which the City becomes aware, the employee shall receive any amount due him/her on the next regular pay check.

In the event of any overpayment of which the City becomes aware, the employee is required to reimburse the City for the amount of the overpayment. The City and employee shall make arrangements for the prompt reimbursement in accordance with applicable law.

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his or her supervisor who shall in turn notify the Finance Department. The City shall document all errors in compensation and the affected employees shall sign an acknowledgement for any corrections made.

## **VI. GENERAL EMPLOYMENT MATTERS**

### **A. HOURS OF WORK**

The basic workweek for full time employees shall be forty (40) hours per week, in a seven day period. Department Heads shall assign daily hours of work (or shifts) for employees within departments, as required to meet operational requirements, or the employees' applicable MOU. The Department Head may change an employee's work period, week, or hours at any time to meet the requirements of the City. Changes shall be made in accordance with applicable Memoranda of Understanding.

Any foreseeable absence or deviation from regular working hours desired by an employee shall be cleared in advance through the employee's supervisor, and such absences shall be noted on the employee's time sheet.

With the approval of the Department Head and concurrence of the City Manager and employee association, an employee may be assigned a flexible work schedule totaling forty (40) hours within a one-week period which may be maintained as long as the needs of the public and City are being met. The start and stop of the workweek for employees on a flexible work schedule shall be designated at the time the flexible work schedule is assigned to the employee. The Department Head, in his/her sole discretion, may decide to change the work schedule of an employee if the flexible work schedule no longer meets the needs of the City.

### **B. MEAL AND REST PERIODS**

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.

Employees shall receive a thirty (30) to sixty (60) minute meal period during a work shift. Meal periods shall be scheduled by the department supervisor. Lunch breaks are not paid time and may be taken away from the work site.

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

**C. TIMEKEEPING**

All employees must sign and accurately record all hours worked and any leave taken on their timesheets. Employees shall submit their timesheets on a bi-weekly basis to their supervisor. Employees must immediately report any errors on a timesheet that has already been submitted to their supervisor.

**D. ATTENDANCE**

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except when required to leave on authorized City business or some other authorized leave. All departments shall keep daily attendance records of employees, which shall be reported on the employee's timesheet.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or Memoranda of Understanding for the particular type of leave that they are requesting.

Employees who are unexpectedly unable to report for work as scheduled on any particular day must call their immediate supervisor no later than their scheduled time to begin work for that day, or as otherwise required by the Department. If the employee's immediate supervisor is not available, then the employee must notify the Department Head or his/her designee. Employees shall inform their supervisor of the expected duration of any late arrival or absence. Employees who call later than their scheduled time to begin work for their assigned shift shall be deemed to have an unauthorized tardy or absence in violation of this attendance policy. Abuse or misrepresentation of any form of accrued or paid or unpaid leave time will be grounds for discipline.

Failure on the part of an employee, who is absent without notification or authorization, to return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and/or address will constitute an automatic resignation effective as of the last day an employee worked. If, within 10 days of said notice, the employee can show good cause for the failure to return to duty, a Human Resources Administrator, in his/her discretion may, with approval of the City Manager, reverse the resignation. In the event that an employee's absence is deemed an "automatic resignation" in accordance with this Rule, the employee shall have the same right to appeal afforded to employees who are terminated for cause under these Rules. However, an employee's absence without notification or authorization for 24 hours or more shall be deemed just cause for termination.

**E. EMPLOYEE PERFORMANCE EVALUATION**

Department Heads or their designees shall make a report of performance of each employee after completion of a probationary period and annually thereafter. Unless changed in accordance with these Rules and Regulations, these evaluation dates shall constitute the employee's salary evaluation date for purposes of eligibility for a merit salary increase; provided, however, the employee shall continue to receive performance evaluations on said date even after the employee has reached the top of the

applicable salary range. In addition, a performance evaluation may be prepared at any other time at the discretion of the employee's supervisor.

Each performance evaluation shall be discussed with the employee. The performance evaluation shall address areas of successful performance and areas that need improvement. The employee shall have the opportunity to comment regarding work performance, either in a written statement attached to the report or orally. The employee shall sign the performance report to acknowledge that the employee is aware of its contents and has discussed the report with the evaluator. The employee's signature does not necessarily indicate agreement with the contents of the report. In the event that an employee refuses to sign the evaluation following his/her review of the evaluation, such refusal shall be so noted by the evaluator on the evaluation form.

The employee shall receive a copy of the performance evaluation, and the original, along with any written comments submitted by the employee, shall be maintained in the employee's personnel file.

#### **F. FITNESS FOR DUTY EXAMINATIONS**

When the City determines that an employee appears to be having difficulty performing one or more of his/her essential job functions or for other good cause that is job related and consistent with business necessity, a Human Resources Administrator may require an employee to undergo a fitness for duty examination to determine whether the employee can perform the essential functions of the job with or without accommodation. A Human Resources Administrator may require that a City-approved physician conduct the examination. In addition, the City may require written documentation from a physician stating the employee is fit for duty. The City shall pay for fitness for duty examinations that it initiates under this Rule.

#### **G. SMOKING**

The City prohibits smoking and the use of smokeless tobacco products:

- a. In areas where fire and/or safety hazards exist;
- b. As prohibited by law;
- c. Inside any enclosed facilities that are owned and/or operated by the City of Winters.
- d. In City-owned, leased and/or rented vehicles.

This policy shall be strictly enforced in order to ensure the health and safety of all employees and the public.

#### **H. SAFETY AND HEALTH**

It is the objective of the City to ensure a safe and healthful workplace for its employees. In keeping with this goal, the City has established an Injury and Illness Prevention Program (IIPP) program to explain its

safety policies and procedures, a copy of which is available in the Office of the City Clerk and each department. All employees shall comply with the City's Injury and Illness Prevention Program.

In the event of a local, regional, state, or national emergency, all employees shall be required to report for work in accordance with their department's emergency preparedness plans. Assigned duties may vary from normal duties. In such an emergency, provisions of these Rules may be expressly waived by action of the City Manager.

## **I. OUTSIDE EMPLOYMENT AND OFF-DUTY CONDUCT**

Full-time employees are expected to devote full time to assigned duties as a City employee. An employee shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with City job duties, functions or responsibilities, nor shall an employee engage in any outside activity which will directly or indirectly contribute to the lessening of effectiveness as a City employee. No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these Employer-Employee Relations Rules, Memoranda of Understanding, or by law.

### **1. PROHIBITED OFF-DUTY CONDUCT**

Employees may not engage in any employment or activities that create a conflict of interest, is unethical, or otherwise interferes with their City employment. In making a determination as to whether an activity creates a conflict or ethical question, a Human Resources Administrator/City Manager shall consider, among other pertinent factors, whether the activity involves:

- a. Receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act that the employee would be required or expected to render in the regular course of City employment;
- b. The performance of an act or work which may later be directly or indirectly subject to the control, inspection, review, audit or enforcement by such employee or other City employees;
- c. Conditions or factors which might, directly or indirectly, lessen the efficiency of the employee in regular City employment or conditions in which there is a substantial danger of injury or illness to the employee;
- d. The use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or information obtained through one's City office or employment. No City-owned facilities, equipment or supplies, including autos, trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the City shall be used by an employee for personal or non-City business reasons except upon approval of the City Manager;

- e. The solicitation of future employment with a business or individual doing business with the City over which the employee has some control or influence in the course of performing official duties.

## 2. OUTSIDE EMPLOYMENT

Employees who hold or wish to hold jobs outside their normal City employment must make a request to engage in outside employment and submit the request to the City Manager or his/her designee. Outside employment shall not be permitted if it conflicts in any manner with the employee's duties and responsibilities with the City or is prohibited by law.

### J. PERSONNEL FILES

The City shall maintain an official personnel file for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of human resources in the City.

Personnel files shall be made available to employees for inspection within a reasonable time after an employee's request and without loss of pay, provided that employees shall make arrangements with their supervisor if the inspection occurs on duty. Upon written request, employees may obtain copies of the materials subject to inspection. The City may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information and materials relating to confidential investigations.

The City maintains injury reports and confidential medical records in separate files.

### K. REASONABLE ACCOMMODATION

The City shall comply with any legal obligation to reasonably accommodate any known protected disability of an employee or applicant.

#### 1. PROCEDURE

- a. An employee or applicant who desires a reasonable accommodation should make such a request in writing to a Human Resources Administrator. The request must identify 1) the job-related functions that need accommodation; and 2) the desired reasonable accommodation.
- b. Following receipt of the request, a Human Resources Administrator shall respond to and, if feasible, meet with the individual. Before doing so, a Human Resources Administrator may first require the individual to undergo a fitness for duty examination to determine whether the individual can perform the essential functions of the job with or without accommodation. A Human Resources Administrator may also require that a City-approved physician conduct the examination. A Human Resources Administrator shall determine whether a reasonable accommodation can be made and what reasonable

accommodation shall be provided after engaging in an interactive dialogue with the employee and in consultation with the appropriate Department Head, on a case-by-case basis.

- c. An employee or applicant who believes he/she has been denied a reasonable accommodation may file a complaint with the City Manager. The City Manager's determination shall be final with respect to the City.

**VII. LEAVES OF ABSENCE**

**A. ELIGIBILITY FOR PAID LEAVES OF ABSENCE**

In order to be eligible for the paid leaves of absence outlined herein or subsequently granted by the City, an employee must be a full-time employee and either a regular appointee or a probationary appointee.

**B. VACATION**

Every full-time probationary and regular employee shall earn vacation leave as follows unless otherwise specified by an applicable M.O.U.:

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

Vacation shall accrue daily on a pro rata basis.

**1. SCHEDULING VACATIONS**

After completion of six (6) months of continuous service, an employee may take vacation leave at any time, subject to approval by the employee's Department Head or his/her designee. Approvals shall be based upon work load, staffing coverage, seniority, timing of the request, and any other work-related factors appropriate for consideration by the Department Head. Vacation shall be taken in increments of one-half (.50) hour or more.

**2. EFFECTS OF SICK LEAVE ON VACATION LEAVE**

In the event an employee becomes ill during a vacation period, such time shall not be charged as vacation leave if either of the following conditions are met:

- a. The employee complies with the same notice requirements in Rule VII.D. (Sick Leave) as required when the employee is not on leave, including notice to the employee's supervisor no later than the start of the employee's regular work shift. If the employee becomes ill after the start of the work shift, then the employee must promptly provide notice on the same day the illness begins. Sick leave shall only be granted for those days on which notice is given pursuant to this Rule; or
- b. The employee, upon return to work, submits a doctor's certificate for each day the employee was absent from work.

3. **COMPENSATION FOR CITY WORK DURING VACATION PROHIBITED**

No person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearance, call back or special duty assignments during paid vacation time.

4. **VACATION PAY UPON TERMINATION**

Any employee separating from City service shall be paid at his/her regular rate of pay on a pro rata basis for all earned unused vacation, if any, accrued up through separation. An employee may not use vacation leave to extend retirement or separation unless specified in a Council approved MOU, City Manager, or required by law.

**C. HOLIDAYS**

1. **AUTHORIZED HOLIDAYS**

Every full-time probationary and regular employee shall be entitled to the following paid holidays each calendar year and such other days as may be designated by action of the City Council:

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

8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving Day
12. December 24th
13. December 25th

If a holiday falls on Saturday, Friday shall be designated as the holiday, and if the holiday falls on Sunday, Monday shall be designated as the holiday.

## 2. HOLIDAYS DURING VACATION/LEAVE

Holidays occurring during an employee's vacation shall be treated as a paid holiday. In recognition of differing work schedules for safety and civilian shift work employees, holidays may be specified to occur on the actual legal date.

Employees who are absent from work on a holiday due to unpaid leave of any form shall not receive reimbursement for the missed holiday.

## 3. EMPLOYEE WORKING HOLIDAY

Employees working on a holiday with City approval shall be entitled to an "in lieu" holiday that may be taken on another date, within the pay period of the original holiday, subject to supervisory approval. In lieu holidays shall not be carried over to another calendar year, and shall be lost unless used prior to the end of the pay period.

### D. SICK LEAVE

Full-time probationary and regular employees only are eligible to accrue eight (8) hours of sick leave with pay for each calendar month of actual continuous service dating from the employee's most recent date of hire.

An employee shall not receive payment for unused accumulated sick leave upon separation of employment or retirement (either disability or service retirement) unless specifically provided for in an applicable Memoranda of Understanding. An employee may not use sick leave to extend a retirement (either disability or service retirement) or separation date, unless specifically provided for in an applicable Memoranda of Understanding, or as required by law.

1. PROOF OF ILLNESS

The Department Head may request, in his/her discretion, that the employee produce a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. The Department Head may also direct an employee to attend a physical examination by a City-retained licensed physician, at City expense, to ascertain whether the employee is fit to perform the duties of his/her position.

2. USE OF SICK LEAVE FOR FAMILY

In cases of illness of a family member, employees are entitled to use not less than up to one-half of the employee's sick leave entitlement for the year to attend to the illness of a spouse, domestic partner, parent or child, in accordance with state law. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of the Department Head with the concurrence of the City Manager and pursuant to FMLA (Family Medical Leave Act).

3. INTEGRATION OF BENEFITS

If an employee is on sick leave and is receiving temporary disability payments, the employee may continue to receive full pay from the City by requesting that the maximum weekly disability benefits be supplemented by the use of sick leave benefits. To exercise this option, the employee shall tender his/her temporary disability payments to the City and the City shall then continue to issue paychecks and deduct the value of the difference between the temporary disability payments and the employee's regular pay from the employee's sick leave accruals.

**E. JURY DUTY AND WITNESS LEAVE**

All employees in the competitive service who are summoned to serve on a jury shall be entitled to a maximum of 80 hours. Employees released early from jury duty shall immediately report back to their normal work assignment. (See Jury Duty Policy)

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he/she perceived or investigated in the course of his/her employment with the City shall be allowed to do so without loss of compensation, unless it is the employee's own lawsuit.

An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation for this purpose.

**F. MILITARY LEAVE**

Military leave with pay shall be granted in accordance with the provisions of the State Military and Veteran's Code of the State and applicable Federal law. An employee entitled to military leave shall give his/her Department Head an opportunity, within the limits of military regulations, to determine when

such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his/her military orders to the Department Head. The Department Head shall advise a Human Resources Administrator of such military orders promptly. The employee's work schedule may be temporarily changed by the Department Head to accommodate the leave and department workloads, in accordance with applicable law. Benefits shall continue to accrue to the employee to the extent required by law. Employees on military leave shall be granted promotional opportunities and reinstatement after return from military leave in accordance with applicable law.

**G. BEREAVEMENT LEAVE**

The City shall grant leaves of absence with pay in accordance with Council adopted Memorandum of Understanding when a member of the employee's or employee's spouse immediate family dies. "Immediate family" means parent, current spouse, child, stepchild, grandparent, grandchild, brother, sister, step-sibling, mother, father, step-parent, sister, son or daughter-in-law. In the absence of Council adopted Memorandum of Understanding, the City shall grant a maximum of five (5) days of paid leave for bereavement. The City, in its discretion, may require some proof that a death in the family has occurred.

**H. ADMINISTRATIVE LEAVE**

The City, in its discretion, may place an employee on administrative leave with pay. Employees on such leave shall be available and are subject to the City's instructions during their normal working hours.

**I. VOTING LEAVE**

Time off with pay to vote in any general, direct primary or presidential primary election shall be granted as provided by state law. Employees shall give their supervisors prior notice of the need to take such time off. Paid leave for the purpose of voting shall not exceed thirty (30) minutes.

**J. FAMILY AND MEDICAL LEAVE**

In accordance with federal and state law and regulations, the City shall provide family and medical leave, which is unpaid leave, to eligible employees. Unless otherwise provided by these Rules, "leave" under this Rule refers to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA"). Employees with any questions or requests for information about family and medical leave should consult a Human Resources Administrator.

**1. DEFINITIONS**

- a. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken. Each time an employee takes eligible leave, the remaining leave entitlement is based on the amount of family and medical leave taken during the immediate preceding 12 months.

- b. "12 workweeks" means twelve weeks of leave based on the employee's regular schedule. For example, if an employee works 20 hours per workweek, he or she would be eligible to take 12 weeks times 20 hours, for a total of 240 hours of family medical leave.
- c. "Child" means a child 1) under the age of 18 years or 18 years or older who is incapable of self-care because of a mental or physical disability; 2) for whom the employee has actual day-to-day responsibility for care; and 3) for whom the employee is a parent.
- d. "Parent" means a biological, adopted, foster, or step or an individual who is a legal guardian or stands or stood in loco parentis. This term does not include parents-in-law.
- e. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
- f. "Domestic Partner" means domestic partner as defined under California Family Code Section 297.

## 2. ELIGIBILITY

An employee is eligible for leave if the employee:

- a. Has been employed for at least 12 months; and
- b. Has worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The Fair Labor Standards Act (FLSA) "hours worked" principles apply in determining whether an employee meets the "at least 1,250 hours" requirement

## 3. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- a. The birth of a child or to care for a newborn of an employee;
- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent, domestic partner or a spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:
  - 1. Pregnancy or prenatal care.
  - 2. Hospital Care — an inpatient stay at a hospital, hospice, or residential medical care facility;

3. Incapacity of three or more days and medical treatment — incapacity that lasts more than three consecutive days;
4. Incapacity plus two or more treatments - treatment of two or more times by a health care provider;
5. Incapacity plus continuing treatment - at least one treatment by a health care provider than results in a regimen of continuing treatment;
6. Incapacity from a chronic condition — incapacity from a chronic serious health condition such as asthma, diabetes, or epilepsy;
7. Incapacity from a long-term condition — incapacity from a long term or permanent condition for which treatment may not be effective, such as Alzheimer’s disease; or
8. Absences for treatment -- to receive or recover from multiple treatments by a health care provider, such as chemotherapy, physical therapy, or kidney dialysis.

4. AMOUNT OF LEAVE

a. Total leave entitlement. Eligible employees are entitled to a total of 12 workweeks of leave during any rolling 12-month period. When parents are both employees of the City, the maximum collective amount of leave they may take for child-bonding is 12 weeks. An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after birth or placement.

b. Minimum Duration of Leave

1. Serious health condition. Subject to compliance with the medical certification requirements of this Rule, there is no minimum duration for leave associated with a serious health condition of the employee or the employee’s child, parent, domestic partner or spouse.
2. Child-bonding. If leave is requested for the birth, adoption or foster care placement of a child of the employee, the minimum duration of such leave is two weeks, with the exception of up to two occasions when an employee may take less.

5. BENEFITS WHILE ON LEAVE

- a. Compensation. Leave under this policy is unpaid.
- b. Accrued leaves. While on unpaid leave, employees do not accrue vacation, sick, or other paid leave time, and their performance evaluation dates may be adjusted, to the same extent as any other unpaid leaves, as provided in Leaves of Absence Without Pay, Rule VII.O.

c. Health benefits. While on FMLA/CFRA leave, employees will continue to be covered by the City's group health insurance to the same extent that coverage is provided while the employee is on the job.

d. Other benefits. Employees will not be covered by any other benefits while on unpaid FMLA/CFRA leave, including but not limited to life insurance, long-term disability insurance, retirement plans, and supplemental benefit plans, to the same extent as any other unpaid leaves.

Employees may continue coverage on their own by payroll deductions or direct payments made to these plans. The City shall inform employees whether the premiums should be paid to the carrier or to the City. Coverage by a plan may be dropped if employees are more than 30 days late in making a premium payment. The City shall provide notice at least 15 days before coverage is to cease. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his or her leave entitlement is exhausted or expires, the City shall have the right to recover premiums through deduction from any sums due the City (e.g. unpaid wages, vacation pay, etc.) in accordance with applicable law.

#### 6. SUBSTITUTION OF PAID ACCRUED LEAVES

Employees are required to exhaust all paid accrued leaves, including vacation leave and sick leave, concurrently with FMLA/CFRA leave with two exceptions: a) Employees are not required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and b) Employees on 4850 time shall not have such leave designated as FMLA/CFRA leaves.

#### 7. EMPLOYEE NOTICE OF LEAVE

Employees must submit requests for leave in writing to a Human Resources Administrator. Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days notice is required. In addition, if an employee knows that leave will be needed in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform a Human Resources Administrator as soon as possible that such leave will be needed.

Whenever a Human Resources Administrator is notified of a request for leave under this policy, a Human Resources Administrator shall notify the requesting employee's Department Head or designee. A Human Resources Administrator shall also notify the Department Head of any determination to grant or deny the request

If a Human Resources Administrator determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, a Human Resources Administrator

may delay the granting of the leave until, in his or her discretion, adequate coverage is found for the position.

## 8. MEDICAL CERTIFICATION

Employees who request leave for themselves, or to care for a child, parent, domestic partner or spouse, must provide written medical certification regarding the serious health condition of the eligible individual. If the leave requested is for the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position. If the leave is requested to care for an ill family member, the certification must include a statement that the employee's family member requires assistance for basic medical care, personal needs, safety, transportation or to provide psychological comfort and the employee's presence is needed to care for the family member for the duration of the requested leave.

- a. **Timing of Certification.** Medical certification should be provided with the employee's request for leave, in accordance with the same time requirements for notice under this Rule at paragraph 7. When this is not possible, the employee must provide the requested certification to a Human Resources Administrator within the time frame requested by a Human Resources Administrator, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
- b. **Recertification.** If a Human Resources Administrator has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding.
- c. **Certification for Intermittent Leave or Reduced Schedule.** If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

## 9. REINSTATEMENT UPON RETURN FROM LEAVE

- a. **Right To Reinstatement.** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

- b. Fitness for Duty Certification. As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness- for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification shall result in denial of reinstatement

10. REQUIRED FORMS

Employees must fill out the following applicable forms in connection with leave under this policy. All forms are available from a Human Resources Administrator:

- a. "Request For Family or Medical Leave Form;"
- b. Medical certification form either for the employee's own serious health condition or for the serious health condition of a child, parent, domestic partner or spouse;
- c. Authorization for payroll deductions for benefit plan coverage continuation;
- d. Fitness for duty to return from leave form.

**K. PREGNANCY DISABILITY LEAVE**

1. ELIGIBILITY

Any employee who is disabled because of pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave (PDL).

For employees who are also eligible for FLMA/CFRA leave, PDL is not counted as time used for CFRA leave, but does run concurrently with available FMLA leave.

2. REASONS FOR LEAVE

PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions. PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by PDL.

3. AMOUNT OF LEAVE

Employees may take up to four months (or 88 workdays for a full-time employee) of Employees affected by pregnancy or a related medical condition, may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

4. BENEFITS WHILE ON LEAVE

- a. Benefits. PDL is unpaid. However, employees may use accrued leave as if on FMLA and will receive benefits pursuant to Rule VII.K. (Family and Medical Leave) up through exhaustion of

the employees' available FMLA leave. Employees who are not eligible for FMLA leave or employees who continue taking PDL after they have exhausted their available FMLA leave, shall receive benefits only to the same extent as other similarly-situated employees on leave for a disability.

b. Accrued leaves. While on unpaid leave, employees do not accrue vacation, sick, or other paid leave time, and their performance evaluation dates may be adjusted, to the same extent as any other unpaid leaves, as provided in Leaves of Absence Without Pay, Rule VII.N.

#### 5. SUBSTITUTION OF PAID ACCRUED LEAVES

Employees taking PDL shall concurrently use any available sick leave. Employees shall also use any accrued vacation or other accrued time off as a part of their PDL before taking the remainder of their leave as an unpaid leave.

#### 6. EMPLOYEE NOTICE OF LEAVE

To the extent possible, employees requesting PDL should follow the authorization procedures for leaves of absence without pay, as provided in Leaves of Absence Without Pay, Rule VII.N.

#### 7. MEDICAL CERTIFICATION

The City may require an employee requesting PDL or a related transfer to provide the City certification from the health care provider. The certification should include:

- a. The date on which the employee became disabled due to the pregnancy or the date of the medical advisability for the transfer;
- b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
- c. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of their position without undue risk to the employee, the successful completion of the pregnancy or to other persons, or a statement that, due to the pregnancy, the transfer is medically advisable.

#### 8. REINSTATEMENT UPON RETURN FROM LEAVE

- a. Reinstatement to position. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the PDL period.
- b. Fitness for Duty Certification. As a condition of reinstatement or a retransfer, the employee may be asked to provide to the City a fitness-for-duty certification from the health

care provider that the employee is able to resume work in the position sought. Failure to provide such certification may result in denial of reinstatement.

9. PARENTAL LEAVE

After the employee's pregnancy disability ends, the employee may be eligible for CFRA leave, in accordance with the Family and Medical Leave policy, to care for a newborn. The City may require that the employee provide a medical certification indicating when the pregnancy disability ended. In addition, an employee may request leave without pay to care for the newborn. Such requests may be granted within the discretion of the City Manager/Human Resources Administrator in consultation with the Department Head.

L. PAID FAMILY LEAVE

1. ELIGIBILITY.

Employees who are covered by State Disability Insurance (SDI) are eligible for Family Temporary Disability Insurance (FTDI) benefits while taking care of family member(s). The City of Winters does not pay in to SDI. These benefits are paid by the State Employment Development Department. There is no requirement that the employee have worked for the City any particular length of time before being entitled to this leave. However, no employee can receive more FTDI benefits than he or she earned in wages during the base period for calculating benefits. Employees are not eligible if they are receiving State Disability Insurance (SDI), workers' compensation or private insurance payments in lieu of such payments.

Employees are eligible for this leave under the following circumstances:

- a. For the birth and care of a newborn child, or the placement and initial care of an adopted or foster care child, or
- b. To care for an employee's spouse, child, parent or domestic partner with a serious health condition. However, an employee is not eligible to receive FTDI benefits for any day that another family member is able and available for the same period of time that the employee is providing care.

Definitions of all applicable terms will be in accordance with state law relating to Family Temporary Disability Insurance (California Unemployment Insurance Code section 3300 et seq.).

2. REQUEST FOR LEAVE

Requests for paid family leave must be approved in advance by the employee's supervisor and Human Resources Administrator. Since the need for the family leave is included within the need for Family Care and Medical Leave, the same procedures for making requests for Family Care and Medical Leave and scheduling of leave shall apply to requests for Paid Family Leave. As with Family Care and Medical Leave, the employee must submit medical certification to the City to justify the request for such leave.

3. DURATION OF PAID FAMILY LEAVE

According to law, employees are entitled to a maximum of six (6) weeks paid family leave in a twelve- (12) month period. Such leave runs concurrently with Family and Medical Leave. An employee is not entitled to more than a maximum of twelve (12) weeks leave in a twelve (12) month period to care for a family member.

4. COMPENSATION DURING LEAVE

According to law, employees are entitled to be paid FTDI benefits while on family leave, replacing approximately fifty-five percent (55%) of an employee's wages. Payment for these benefits is funded through employee contributions to SDI. The employee is solely responsible to apply for this compensation from the State Employment Development Department (EDD). The City has no obligation to ensure that employees receive FTDI payments.

5. INTEGRATION OF BENEFITS

If an employee is on Paid Family Leave and is receiving FTDI benefits, the employee may continue to receive full pay from the City by requesting that the maximum weekly FTDI benefits be supplemented by the use of accrued paid leave benefits. Under this option, the employee would tender his/her FTDI payments to the City and the City would then continue to issue paychecks and deduct the value difference between the FTDI payments and the employee's regular pay from the employee's sick leave allotment.

6. WAITING PERIOD AND USE OF VACATION

The law requires that there be a seven (7) day "waiting period" before an employee on family leave may begin receiving FTDI payments.

**M. CATASTROPHIC LEAVE PROGRAM**

This program is designed to assist regular permanent employees who have exhausted all forms of paid leave due to a serious, catastrophic illness or injury, either of their own or of an immediate family member (i.e., spouse, domestic partner, parent or child). The Catastrophic Leave Program allows other City employees to voluntarily donate accrued leave to other eligible employees so the recipient is able to remain on paid status.

1. ELIGIBILITY FOR CATASTROPHIC LEAVE

The employee must meet the following requirements to be eligible for leave under this policy:

- a. The employee must have passed probation, be in a regular permanent position with the City for at least twelve (12) full months, and be considered actively employed by the City.

- b. The employee, or eligible family member, must have a verifiable serious or catastrophic illness or injury that requires an extended period of treatment or recuperation. Serious or catastrophic illness or injury is one in which the employee is incapacitated and unable to work as certified by his/her physician for at least four (4) full workweeks
- c. The employee must have exhausted all paid leave balances.
- d. The employee may not be concurrently receiving short or long-term disability, Workers' Compensation or similar benefits.
- e. Requests for catastrophic leave must receive the recommendation of the Department Head and the approval of the City Manager. Such leave may initially be approved up to a maximum of three hundred twenty (320) hours. If the catastrophic condition continues, additional leave donations may be approved up to another three hundred twenty (320) hours.

2. CONDITIONS FOR DONATING LEAVE

The following are the conditions for donating leave:

- a. To be eligible to donate leave, an employee must have passed probation and be in a regular permanent position with the City for at least twelve (12) full months.
- b. All donations of leave are voluntary.
- c. Vacation leave is the only leave that can be donated. Employees must donate in increments of whole hours. If an employee wants to donate vacation leave, he/she must have a minimum balance of forty (40) hours after the donation of vacation accruals. Employees may, at their discretion, donate all of their compensatory time and/or management leave.
- d. Donated leave shall be credited to the receiving employee's sick leave balance on a dollar for dollar basis and shall be paid at the rate of pay of the receiving employee.
- e. Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.

3. PROCEDURES FOR DONATING AND RECEIVING LEAVE For donating employees:

- a. A donating employee shall complete the donation form and submit it to a Human Resources Administrator.
- b. The Director shall review the request and forward to the City Manager for consideration and approval or denial.
- c. After approval by the City Manager, a Human Resources Administrator shall submit the donation request to payroll for processing.
- d. Donated leave shall be used only as needed.

- e. Donated leave shall be credited to the receiving employee from the donating employee in chronological order by the date approved by the City Manager. Unused accruals shall be returned to the donor.

For receiving employees:

- a. Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.
- b. The receiving employee must be eligible for leave and willing to receive the donated leave.
- c. The medical reasons for the need for the donated leave shall only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
- d. The receiving employee shall continue to be given City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
- e. All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs: 1) All donated leave balances are exhausted; 2) the employee returns to work; 3) the employee begins receiving long-term disability; or 4) the employee's employment terminates.

#### **N. LEAVE OF ABSENCE WITHOUT PAY**

At the sole discretion of the City, an employee may be granted a leave of absence without pay upon recommendation of the Department Head and approval of the City Manager. The City may fill the position with a temporary or provisional employee during the term of the leave of absence or undertake any other appropriate measures to address workload needs.

##### **1. AUTHORIZATION PROCEDURE**

Employees requesting a leave of absence without pay must submit the request in writing to their Department Head, and the request should state the reason for the request and the anticipated beginning and ending dates of the leave. The Department Head shall submit the request along with his or her recommendation to the Director of Administrative Services and to the City Manager. The City Manager shall make a decision and transmit in writing the decision to the employee. The decision of the City Manager shall be final and is not subject to grievance or appeal. The City Manager's determination shall include consideration of the following factors:

- a. any history of excessive unauthorized absences or leave abuse;
- b. any detrimental effect on the operation of the department/division; and
- c. the reason for the leave of absence.

Use of the leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights or disciplinary action, up to and including dismissal.

## 2. LENGTH OF LEAVE AND EXTENSION

Leaves of absence must not exceed one year, provided that under extraordinary circumstances, the City Manager may extend a leave of absence for an additional period not to exceed one year. Employees requesting a leave extension must submit a request in accordance with the procedures of paragraph 1 of this Rule no later than fourteen (14) calendar days prior to the approved expiration of the original leave of absence. Failure to submit the requested and provide information regarding the need for the leave may result in denial of the leave.

## 3. RETURN FROM LEAVE

When an employee intends to return from an authorized leave of absence without pay, the employee shall contact the Department Head at least fourteen (14) days prior to the planned day of return. The Department Head shall promptly notify a Human Resources Administrator of the employee's intention. Failure of an employee to abide by this notification procedure or to report for work promptly at the date of leave expiration shall be grounds for discipline up to and including termination.

Employees returning from leave because of illness or disability must first submit to a Human Resources Administrator a release to work from a physician that satisfactorily certifies the employee can perform the essential functions of the position to which he/she desires to return, with or without accommodation. Further, the employee may be subject to an examination by a City-approved physician.

## 4. ADJUSTMENTS TO ACCRUAL OF BENEFITS

Sick leave, holidays, and vacation leave shall not accrue during any unpaid leave time, unless otherwise expressly provided for in a Council-approved MOU. Employees in such status do not receive service credit and may be required to pay for all fringe benefits, such as health plan premiums, during the period of their leave without pay.

## 5. ADJUSTMENTS TO DATE OF PERFORMANCE EVALUATION

Any unpaid leave of absence by an employee that exceeds fifteen (15) consecutive calendar days (or the prorated equivalent for part time employees) shall result in a proportionate adjustment to the employee's performance evaluation date for all purposes, including consideration of a merit salary increase.

## **VIII. HARASSMENT AND RETALIATION**

The City is strongly committed to prohibiting:

- 1) Harassment as defined below, and

2) Retaliation against those who report or oppose harassment. This policy applies to and protects applicants for City employment, elected City officials, City officers, City employees, and those who work or have worked on City contracts.

1. PROHIBITION AGAINST HARASSMENT

It is the policy of the City to prohibit any form of harassment, as defined below. To that end, the City provides a Complaint Procedure in Rule X.A. of these Rules that applicants, officials, officers, employees and/or contractors can use to report potential violations. Disciplinary action, up to and including termination, shall be taken against an employee or officer who is found to have engaged in harassment in violation of this policy. Any elected official or contractor found to have engaged in harassment in violation of this policy shall be subject to appropriate sanctions.

2. PROHIBITION AGAINST RETALIATION

In order to deter harassment and to support the integrity of the Complaint Procedure in Rule VIII.A. of these Rules, the City also prohibits retaliation. Any employee found to have retaliated against an applicant, elected official, officer, employee, or contractor because of a complaint of harassment or because of participation in the Complaint Procedure, shall be subject to appropriate disciplinary action up to and including termination. Any elected official or contractor who has been found to have retaliated in violation of this policy shall be subject to appropriate sanctions.

3. APPLICABILITY

a. Protected Classifications: This policy prohibits harassment because of an individual's protected classification. "Protected classification" includes sex, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, or sexual orientation.

b. Policy Coverage: This policy prohibits City officials, officers, employees, or contractors from harassing applicants, officers, officials, employees, or contractors because: 1) of an individual's protected classification; or 2) of the perception that an individual has a protected classification.

4. DEFINITIONS Harassment:

Depending upon the circumstances, a single act of harassment, as defined below, can violate this policy:

a. Verbal Harassment — includes epithets, jokes, comments or slurs that identify a person on the basis of his or her protected classification, intimate or other nicknames, comments on appearance — including dress or physical features — or stories that tend to disparage those with a protected classification.

- b. Visual Forms of Harassment — includes gestures, posters, notices, bulletins, cartoons, photography, or drawings that tend to disparage those with a protected classification.
- c. Physical Harassment — includes the following conduct taken because of an individual's protected classification: assault, impeding or blocking movement, physically interfering with normal work or movement, pinching, grabbing, patting, propositioning, leering, making express or implied job threats or promises in return for submission of physical acts, mimicking, stalking, or taunting.
- d. Sexual Harassment — includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that are an express or implied condition of continued employment or other term and condition of employment.
- e. Retaliation — Any adverse employment action taken because an employee has reported harassment, or has participated in the Complaint Procedure described below. "Adverse employment action" includes any personnel action that has a significant affect upon the terms or conditions of employment.

## 5. GUIDELINES FOR IDENTIFYING HARASSMENT

To help clarify what constitutes harassment in violation of this policy, employees shall use the following guidelines:

- a. Harassment includes any conduct which would be "unwelcome" to a reasonable person of the recipient's same protected classification and which is taken because of the recipient's protected classification.
- b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for any legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
- c. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- d. Even visual, verbal, and/or physical conduct between two employees who appear to welcome it can constitute harassment of a third applicant, officer, official, employee or contractor who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
- e. Conduct can constitute harassment in violation of this policy even if the individual engaging in the conduct has no intention to harass. The City recognizes that it is legitimate for those in protected classifications to have heightened sensitivities to harassment as a result of

their life experiences. Even well-intentioned conduct can violate this policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

f. A single act can violate this policy and provide grounds for discipline or other appropriate sanctions. Therefore, if employees are in doubt as to whether any particular conduct may violate this policy, they shall not engage in the conduct, and seek guidance from a supervisor.

#### A. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT, AND RETALIATION

An applicant, employee, officer, official, or contractor who feels he or she has been discriminated against, harassed, or retaliated against in violation of these Rules should report the conduct immediately and according to the following procedure so that the complaint can be resolved quickly and fairly.

##### 1. COMPLAINT PROCEDURE

a. Reporting to the Offending Individual: The City strongly encourages any individual who feels that he/she has been subjected to conduct in violation of this policy to let the offending person know immediately and firmly that the conduct at issue is unwelcome, offensive, in poor taste, and/or inappropriate and must stop.

b. Reporting to Management: If an individual who has been subjected to conduct in violation of this policy prefers not to confront the offending person, he or she need not do so. Instead, the City strongly encourages that individual to immediately report the conduct to any supervisor, department head, the City Manager, or to a Human Resources Administrator. The individual should provide all details of the incident or incidents, names of individuals involved, and the names of any witnesses. This report can be made orally or in writing.

c. Interim Relief: Any official, officer, supervisor or management employee who receives a complaint or learns of a potential violation of this policy must promptly report the information to a Human Resources Administrator, or another in the chain of command, and if necessary, take action to diffuse volatile circumstances.

d. Investigation: The City Manager or his/her designee shall immediately undertake an effective, discrete, thorough and objective investigation of the allegations at issue. The City Manager, Human Resources Administrator or City Attorney may retain an outside investigator to conduct the investigation. All complaints shall be investigated to the extent that the City deems appropriate. The investigation shall normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator shall remind all witnesses to maintain the confidentiality of the content of the interview, and that retaliation against those who report alleged conduct who participate in the complaint procedure is prohibited. The employee alleged to have engaged in misconduct may be placed on administrative leave during the course of the investigation.

e. Investigation Into Unreported Potential Violations: The City takes a proactive approach to the problem of discriminatory, harassing, or retaliatory conduct and shall conduct an investigation if its officers, officials, supervisors or managers become aware that discrimination, harassment or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

f. Remedial and Disciplinary Action: If the investigation concludes that conduct in violation of this policy has occurred, the City shall notify the offended and offending parties of the general conclusion(s) of the investigation and shall take effective remedial action that is designed to end the violation(s). Any employee or officer determined to be responsible for violating this policy shall be subject to appropriate disciplinary action, up to and including termination. Disciplinary action may also be taken against any official, supervisor or manager who condones or ignores potential violations of this policy or otherwise fails to take appropriate action to enforce this policy. Any official or contractor found to be responsible for violating this policy shall be subject to appropriate sanctions.

g. Option to Report to Outside Administrative Agencies: Applicants, employees, officers, officials and contractors have the option to report discrimination, harassment or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These governmental agencies offer legal remedies and a complaint process.

## 2. CONFIDENTIALITY

a. The City recognizes that confidentiality is important to all parties involved in an investigation under this Rule. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality shall be maintained to the extent possible.

b. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or a Human Resources Administrator. Any individual who discusses the content of an investigatory interview shall be subject to discipline.

c. The City shall not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order.

## IX. DRUG AND ALCOHOL ABUSE

The City of Winters, its employees and their representatives, and prospective employees have a vital interest in maintaining safe, healthful, and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the public. The unauthorized possession or use of alcohol while on duty, or the possession,

use, or sale, or other exchange of an illegal drug poses unacceptable risks for safe, healthful, and efficient operations, and is strictly prohibited.

## 1. APPLICATION

a. Employees. This policy applies to all employees or applicants for positions with City, unless otherwise expressly indicated in this policy or in writing by the City Manager. Where indicated, some of the policies apply only to safety-sensitive employees. As used in this policy, a safety-sensitive employee is an employee in any position or performing any duty that the City has designated as "safety-sensitive" either in the job description for the position or in a separate policy.

b. Alcohol. This policy applies to the use of alcoholic beverages or substances, including any medication or food containing alcohol such that it is present in the body. Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

c. Drugs or Controlled Substances. This policy applies to any substance that, in the opinion of competent medical professionals, causes or may cause significant impairment of job performance or which causes or may cause behavior that is a threat to the safety of the affected employee or others. All substances listed in any federal, state or local controlled substance acts or regulations, including, but not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine, and those substances listed in Schedules I through V of Section 202 of the federal Controlled Substances Act, are covered by this policy.

## 2. PROHIBITIONS

All employees are prohibited from:

a. reporting to work or performing any job duties while their ability to perform job duties is impaired due to on or off-duty alcohol or drug use;

b. possessing, manufacturing, or using alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, on breaks, during meal periods or at anytime while on City property;

c. directly or through a third party selling, manufacturing, or providing drugs or alcohol to any person, including any employee, while either or both employees are on duty, or on City property;

d. failing to notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment;

- e. failing to provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name;
- f. refusing to immediately submit to any aspect of an alcohol, drug, or controlled substance test required by these Rules, or any tampering, obstruction of or interference with testing procedures:
- g. consuming alcohol, drugs, or controlled substances during the eight hours immediately following an accident in which the employee was involved, or until the employee undergoes a post-accident alcohol or drug test, whichever comes first; refusing to submit to a search of personal properties when directed by the City, upon reasonable suspicion and in accordance with Section 3309 of the Public Safety Officers Procedural Bill of Rights, where applicable.

### 3. ALCOHOL AND DRUG TESTING

In carrying out and enforcing this policy, the City may require the following types of testing:

- a. Pre-employment Testing. Following an offer of employment the City shall require all applicants to submit to a test for alcohol and illegal drug use as a condition of employment. Any applicant who refuses to provide consent for this test, or who receives a verified positive result may be disqualified from City employment.

Applicants to Safety-Sensitive positions or existing employees who are transferring for the first time to a Safety-Sensitive position shall also be asked to provide, by written consent, alcohol and drug testing records from prior employers for the two-year period prior to the date of application. These records shall include any alcohol test results of .04 or higher alcohol concentration; refusals to be tested; verified positive drug tests; and documentation of the successful completion of return-to-duty requirements.

The applicant/transferee must also provide information regarding whether he/she has tested positive or has refused to test on any pre-employment drug or alcohol test for any job that is related to the position applied for but not obtained during the prior two years.

- b. Reasonable Suspicion Testing and Search. If a Department Head or supervisor reasonably suspects that an employee is under the influence of alcohol, drugs, or controlled substances while performing job duties or operating City equipment and, the manager or supervisor must immediately notify a Human Resources Administrator. Upon approval by the City Manager, the employee may be required to submit to an alcohol and/or drug test. An employee's refusal to submit to such a test is cause for discipline, up to and including termination.

Moreover, the City reserves the authority to search, without employee consent and subject to Section 3309 of the Public Safety Officers Procedural Bill of Rights where applicable, all areas of City property which the City maintains control or joint control with the employee.

“Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced.

Examples of indicators that can form a reasonable suspicion that an employee is under the influence of alcohol, drugs, or controlled substances include, but are not limited to, direct observation of the following:

1. slurred speech;
2. glassy or bloodshot eyes;
3. odor of alcohol;
4. unsteady walking and movement;
5. an accident involving City property, employee or client;
6. a near accident or other safety violation;
7. physical or verbal altercation;
8. possession of alcohol, drugs, controlled substances, or drug paraphernalia;
9. sleeping on the job;
10. pattern of abnormal or erratic behavior;
11. information either provided by reliable and credible sources or independently corroborated;
12. conviction for a drug-related offense;
13. tampering with a previous drug test.

c. Post-Accident Testing. Unless the City determines that the employee’s performance was not a contributing factor, any employee involved in a reportable accident may be subject to an alcohol test within two hours following the accident and to a drug test within 32 hours following the accident. Not only may the operator of any involved vehicle be tested, but so may any other employee whose performance may have contributed to the accident, such as the employee who maintains the vehicle or work-site where the accident occurred.

An accident is considered reportable if it occurs while in a City vehicle, on City property, or when performing any City-related business and involves any of the following: 1) a fatality; 2) a shooting or other serious incident; or 3) the issuance of a citation by law enforcement to the employee for a moving traffic violation arising from the accident and a) bodily injury demanding immediate medical treatment away from the scene of the accident or b) vehicular damage so that the vehicle must be towed away from the scene of the accident, even after simple repairs on the scene.

4. CONFIDENTIALITY

a. The City is obligated to maintain records of the administration, including violations, of this Policy for a period of five years. However, laboratory reports and test results shall not appear in an employee's general personnel file. Information of this nature shall be contained in a separate confidential medical file that shall be securely kept under the control of a Human Resources Administrator.

b. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when the information:

1. Is compelled by law or by judicial or administrative process;
2. Has been placed at issue in a formal dispute between the employer and employee;
3. Is to be used in administering an employee benefit plan;
4. Is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

5. VIOLATIONS OF POLICY

a. Removal from Work Site. Employees reasonably believed to be under the influence of alcohol, drugs, or controlled substances shall be immediately prevented from engaging in further work and shall be detained for a reasonable time until they can be safely transported from the work site.

b. Discipline. All applicants and employees covered by this policy should be aware that violations of this policy may result in discipline, up to and including termination, or for applicants, not being hired. Discipline may be imposed regardless of whether or not an employee is charged with and/or convicted of any crime related to any violation of this Policy.

**X. VIOLENCE IN THE WORKPLACE**

Acts of violence, whether threatened, gestured, or carried out, shall not be tolerated in the City workplace. Anyone witnessing or becoming the subject or victim of such behavior shall immediately report it to the proper authorities for investigation. Minimizing the threat of violence is a duty of all employees to ensure a safe workplace.

It is the responsibility of all employees to notify a supervisor, a Human Resources Administrator, or the City Manager immediately if any violent act or threat, against themselves or any other City employee occurs in the workplace or is directly associated with their employment with the City. Notification may be made to any of these persons as appropriate and shall be as soon as practicable. Retaliation or the threat of retaliation against a person who reports such an incident is prohibited and is grounds for discipline.

City employees shall not possess the following instruments at a City worksite or on City property, including City parking lots, unless there is a work-related purpose and written approval has been obtained from the employee's Department Head:

- a. Firearms;
- b. Explosives, explosive devices, fireworks or ammunition;
- c. Fixed blade knives;
- d. Folding knives with blades over 3.5 inches;
- e. Illegal weapons such as defined in Section 12020 of the California Penal Code

The City shall take appropriate disciplinary action, up to and including termination of employment, against employees who violate this policy.

On a case by case basis, or as needed, the City shall offer incident-related counseling services through a resource or program made available by the City, to employees who are the victims of violence or are subjects of threats of violence or intimidation at the workplace. The City administration shall work with public safety, the courts and other authorities necessary to assure employee safety.

#### 1. PROCEDURES – IMMEDIATE OR ACTUAL VIOLENT ACTS

##### Employee Responsibilities.

An employee who is in immediate apparent danger of a violent act, or another employee who witnesses a violent act or the threat of a violent act shall, whenever possible:

- a. Place themselves in a safe location.
- b. Call 911 and request the immediate response of a police officer. Be prepared to inform the police dispatcher of the circumstances and exact location of where an officer is needed.
- c. Inform a supervisor or manager of the circumstances.
- d. Refer media inquiries to the City Manager's Office.
- e. Cooperate fully in any administrative or criminal investigation that shall be conducted within this policy and the laws.

Supervisor/Manager Responsibilities:

- a. Place themselves in a safe location.
- b. A supervisor or manager who is informed of a violent act or the threat of a violent act shall whenever possible ensure the immediate safety of employees and the worksite by calling 911, and notify the department manager and Human Resources Administrator.
- c. If feasible, the supervisor/manager shall have the involved individuals wait in separate rooms or locations until the police take control or remove them from the premises.
- d. Obtain basic information from the employee and provide this to responding police personnel.
- e. Refer media inquiries to the City Manager's Office.

2. PROCEDURES – FUTURE VIOLENCE

- a. Employees who have reason to believe they, or another City employee, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the City, shall inform their supervisor immediately so appropriate action may be taken. The supervisor shall inform his/her Department Head.
- b. Employees who have a legal restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor and a Human Resources Administrator.

3. POST-INCIDENT REVIEW:

The City Manager's Office, a Human Resources Administrator and the affected Department Head shall conduct a post-incident review and use the review to evaluate this policy and procedure and determine what, if any continuing support systems are needed.

**XI. USE OF INFORMATION AND ELECTRONIC SYSTEMS**

For purposes of these Rules, electronic systems are defined as all hardware, software, and other electronic communication or data processing devices owned, leased, or contracted for by the City and available for official use, by the City's employees. This use includes, but is not limited to, electronic mail, voice mail, calendaring, and systems such as the internet.

1. PUBLIC DISCLOSURE

Employees who use electronic systems and/or tools provided by the City do not have a right of privacy in such uses. Under the Public Records Act, e-mail messages and information stored in computers and other electronic systems of the City are public records subject to disclosure to the public or may be

subpoenaed. In addition, the City reserves the right to review, audit, and disclose all matters sent over and/or stored in the City's system at any time without advance notice. The City Manager, Director of Administrative Services, or his/her designee, retain the right to enter and/or retrieve an employee's electronic communication system, data files, logs and programs used on City owned electronic systems. Security features provided by the electronic communication system, such as, passwords, access codes, or delete functions, shall not prevent authorized City personnel from accessing stored electronic communications. Deletion of e-mail messages or files may not fully eliminate the message from the system.

## 2. SERIAL MEETINGS

In accordance with the Brown Act (Govt. Code Section 54950 et seq.), City employees must take care to ensure that electronic systems are not used to transmit, either all-at-once or serially, City legislative officials' positions on matters of City business to a majority of any City body of elected officials.

## 3. USE DURING NORMAL BUSINESS HOURS

The City's electronic systems are provided for the purposes of conducting business. Except for brief, occasional, necessary or emergency use, the City's electronic systems shall not be used for personal use during normal business hours. Use of non-City business software including games or entertainment software is considered an improper use of these electronic systems. Employees shall not conduct personal or private business, including purchase of goods or services via the City's internet connection. Such uses are prohibited at all times during normal business hours or outside normal business hours.

## 4. ACCOUNT ACCESS

Employees shall not attempt to gain access to another City employees' personal file of electronic mail messages without the latter's express written permission or permission from the City Manager or designee.

## 5. PROHIBITED USE

The electronic mail and other electronic systems of the City shall not be used in a way that may be disruptive, offensive to others, harmful to morale or violate City policies and procedures or laws. These electronic systems shall not be used to solicit or proselytize others for commercial venture, religious or political causes, outside organizations, or other non-job-related solicitations. Improper use includes any display or messages that are derogatory, defamatory, obscene, violent, or offensive to employees or the public and/or any messages that are of a sexual or discriminatory nature, including, but not limited to, slurs, offensive jokes, or other offensive language of disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious beliefs.

Employees are required to comply with all operational guidelines developed by the City. Such guidelines will address operational standards such as: message retention, schedule, copyright issues, use of passwords, system availability, back-up procedures, etc.

Incidental and occasional personal use of electronic mail is permitted within the City, but the messages will be treated no differently from other messages and will remain the property of the City as to review and auditing techniques. All personal use shall be done outside of normal working hours and not during provided morning and afternoon breaks or lunch periods.

Employees have no right of privacy to any email, whether personal or business related, in City computers.

Occasional personal access to the internet may be permitted. However, such personal use shall only be permitted if it does not interfere with or delay the employee's work or interfere with regular City business and shall comply with all provisions herein. All use of the internet may be periodically reviewed by the City Manager or designee.

In addition to other prohibited uses, employees shall not: Install programs on the City computer system (including but not limited to virus checking and screen savers) without the prior written consent of the Department Head or Human Resources Administrator, or each of their designees; copy City Programs for personal use; disclose an account password or otherwise make the account available to others; or infringe on others' access and use of the City's computers, including but not limited to:

- a. The sending of excessive messages, either locally or offsite;
- b. Unauthorized modification of system facilities, operating systems or disk partitions;
- c. Attempting to crash or tie up a City computer or network;
- d. Damaging or vandalizing City computing facilities, equipment, software, or computer files;
- e. Intentionally developing or using programs which disrupt other computer users or which access private or restriction portions of the system and/or damage the software or hardware components of the system;
- f. Installing or using a modem on City owned or leased computers without the prior written consent of the Department Head or Human Resources Office, or each of their designees;
- g. Forwarding or reproducing communications marked attorney-client privileged or confidential without the prior consent of the City Manager and/or City Attorney; or violating any federal, state or local law in the use of City information systems.

6. PUBLIC RECORDS

All permanent City records, including those stored on paper and electronic media, may be governed by the mandatory public disclosure requirements of the Public Records Act (Government Code section 6250 et seq.), and the limited exceptions thereto. If a draft record is retained, it may become a public record subject to disclosure unless it is subject to an exception under the Public Records Act.

All permanent records, whether stored on paper or electronic media, shall not be destroyed unless prior written authorization is obtained pursuant to Government Code Section 34090 or applicable City resolution.

Public Records requests shall be handled in accordance with Government Code section 6250 et seq.

The City reserves the right for any reason to access and disclose all messages and other information sent or received by electronic means or stored on electronic media.

The City has the right to delete or retain any or all messages or other information sent or received by electronic means or stored on electronic media by a City employee who is no longer employed by the City.

#### 7. INTELLECTUAL PROPERTY RIGHTS

No employee shall violate any copyright or license to software or other online information (including, but not limited to, text images, icons, programs, etc.) whether created by the City or any other person or entity.

### **XII. USE OF CITY EQUIPMENT / AUTOMOBILE USE**

No City-owned equipment, autos, trucks, instruments, tools, supplies, machines, or any other item that is the property of the City shall be used by an employee other than for City business, unless the City Manager approves in advance. No employee shall allow any unauthorized person to rent, borrow, or use any City property, except upon prior approval of the City Manager.

#### 1. AUTOMOBILE USE

City-owned vehicles are to be used for travel on City business by City employees. City employees who utilize City-owned vehicles or their own personal vehicle in the performance of their duties must maintain a valid California driver's license at all times. Prior to using a private vehicle on City business, employee must obtain and provide the City with a Certificate of Insurance on the form provided by the City which evidences that employee has comprehensive automobile liability insurance or business automobile liability insurance in an amount of at least \$300,000. The City may authorize exceptions for assigned take home vehicles for emergency response after business hours.

#### 2. USE OF VEHICLE SAFETY BELTS

Motor vehicles purchased by the City for use by City personnel are equipped with safety belts. All City personnel who drive City vehicles shall use and ensure that all passengers use available safety belts in the vehicles being operated. The police department may adopt rules and regulations that supersede

this provision that will govern the use of seat belts by police officers and persons taken into custody. Employees will inspect the serviceability of the safety belts at the start of each work day. Passengers shall ride only in those positions of a City vehicle designed for the carrying of passengers.

### **XIII. DISCIPLINARY ACTION**

#### **A. AUTHORITY TO DISCIPLINE**

Employees who hold non-probationary appointments, and are not at will, shall not be disciplined without good cause. Probationary employees are subject to termination without cause. For purposes of this Article, disciplinary action shall be defined to include one or more of the following: oral warnings, written reprimands, suspensions, demotions, reductions in pay and discharge. Oral and written reprimands may be initiated at the supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level in consultation with a Human Resources Administrator and City Manager.

Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/supervision in accordance with the procedures outlined in these Rules. In general, the City shall adhere to the principles of progressive discipline.

#### **B. GROUNDS FOR DISCIPLINE**

Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform his or her duties, causes other employees not to be able to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. Good cause may include non-disciplinary reasons such as, the employee's unwillingness or inability, due to mental or physical disability, to perform the duties of the position for an indefinite period. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

1. Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City;
2. Furnishing knowingly false information in the course of the employee's duties and responsibilities;
3. Inefficiency, incompetence, carelessness or negligence in the performance of duties
4. Violation of safety rules
5. Violation of any of the provisions of these personnel rules and regulations, department rules and regulations, City policies, ordinances or resolutions;
6. Inattention to duty;

7. Tardiness or overstaying lunch periods;
8. Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on City property;
9. Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
10. Any violation of the City's Harassment or Retaliation Policy;
11. Unauthorized soliciting on City property;
12. Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.
13. Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively impacts the employee's ability to perform his/her job or brings discredit to the City.
14. Discourteous or offensive treatment of the public or other employees;
15. Falsifying any City document or record;
16. Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property;
17. Fighting, assault and/or battery;
18. Working overtime without authorization;
19. Theft or sabotage of City property;
20. Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
21. Accepting bribes or kickbacks;
22. Gambling;
23. Engaging in outside employment which conflicts with an employee's responsibilities;
24. Intimidation or interference with the rights of any employee;
25. Outside work or any other activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service;
26. Abusive or intemperate language toward or in the presence of others in the work place;

27. Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates;

28. Any other conduct of equal gravity to the reasons enumerated above as determined by the City.

C. PROCEDURES FOR DISCIPLINARY ACTION

In the absence of a process in a Memorandum of Understanding, employees shall be governed by the following provisions:

1. WRITTEN NOTICE/PRE-DISCIPLINE MEETING/FINAL ACTION

The City shall issue a written notice of discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based. For discipline that is less severe than a suspension of more than five (5) working days, the City may impose the discipline immediately after issuing the written notice of discipline. In the case of a suspension of five (5) working days or less or equivalent reduction in pay, the City shall provide the employee an opportunity to respond to the disciplinary action, either orally or in writing, within a reasonable period of time after the discipline has been imposed. If the employee chooses to respond orally, the City Manager shall designate a City official who shall convene a meeting to hear the employee's response. If the employee chooses to respond in writing, the written response shall be lodged in the employee's personnel file. No further appeal shall be permitted. In the case of a written reprimand or oral counseling, the employee may respond by submitting a written rebuttal to be lodged in the employee's personnel file, but no oral response or appeal is permitted.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the City shall issue a notice of intent to impose discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing, before discipline is imposed. The City shall set the pre-discipline meeting approximately one (1) week from the date of the notice, unless a different time and date is set by mutual agreement.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the City Manager shall designate a City official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline. The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a particular representative to attend the meeting shall not be cause requiring a continuance of the meeting. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the City.

At some reasonable time, but no longer than thirty (30) calendar days, after the employee has been provided an opportunity to respond to the charges, the City shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal.

## 2. APPEAL OF DISCIPLINARY ACTION

For discipline that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay), employees shall have the right to appeal from the final notice of discipline. The notice of appeal must be received within seven (7) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final.

The appeal shall be heard by an independent hearing officer to be selected by the City in consultation with the employee or his/her representative.

The costs of the hearing officer shall be borne by the City unless the employee's association has brought the appeal on the employee's behalf, in which case the costs of the hearing officer will be shared equally by the City and the association. Either party may request that the matter be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.

The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within two (2) months of the close of the hearing, the hearing officer shall serve a recommended decision on the City Manager and the employee. The hearing officer's decisions must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the City Manager. After consideration of the hearing officer's recommended decision, the City Manager shall issue a final decision in writing.

## XIV. GRIEVANCE PROCEDURE

In the absence of a Council approved MOU, this grievance procedure shall apply. This procedure is intended to ensure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.

### A. DEFINITION OF "GRIEVANCE"

Subject to the exclusions listed in this Rule, a grievance is defined as any dispute involving the interpretation, application, or alleged violation of 1) the specific express terms of a current Memorandum of Understanding (MOU), between the City and a recognized employee organization or 2) a specific express term of these Rules.

### B. ELIGIBILITY TO FILE A GRIEVANCE

Only full-time employees in regular non-probationary appointments, as defined in Rules I.D. and III.D. who are adversely affected by an act or omission of the City are eligible to file a grievance.

C. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

The following matters are excluded from the definition of a "grievance":

- a. Requests for changes in wages, hours, or working conditions;
- b. The content of employee evaluations or performance reviews, except those that result in a loss of benefits to the employee;
- c. Challenges to reclassification, layoff, transfer, denial of reinstatement;
- d. Challenges to examinations or appointment to positions;
- e. Challenges to this grievance procedure.

D. GRIEVANCE PROCEDURE

The grievance procedure shall consist of the following steps:

1. INFORMAL GRIEVANCE PROCEDURE

A grievance must be filed within thirty (30) calendar days of the act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period shall result in denial of the grievance as null and void. Within ten (10) working days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with his/her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

2. FORMAL GRIEVANCE PROCEDURE

a. First Level of Review

Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to his/her supervisor along with a copy to a Human Resources Administrator, no later than ten (10) working days after the date of the supervisor's oral or written reply. A grievance may be submitted directly to a Human Resources Administrator or, if the grievance started at a level above the supervisor or department, the grievance may be submitted at the higher level. The written grievance must contain the following information:

- 1. Name of grievant and job title;

2. Department/Section in which grievant works;
3. The specific act or omission that gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
4. The specific provision(s) of the Memorandum of Understanding, City Policy or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
5. A list of the documents, witnesses or other evidence that support the grievance;
6. Desired solution or remedy;
7. Name of the grievant's representative, if any;
8. Signature of the grievant or representative and date signed.

Within 10 working days thereafter, the supervisor shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within 10 working days after the meeting and shall file a copy with a Human Resources Administrator. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

b. Second Level — Department Head Review

Any grievance not resolved at Level 1 may be submitted to the Department Head no later than 10 working days after the date of the supervisor's written reply. The grievant shall provide the Department Head with a copy of the Level 1 response. Within 10 working days thereafter, the Department Head shall schedule a meeting with the grievant to work at resolving the grievance. The Department Head shall give the grievant a written reply within 10 working days after the meeting and shall file a copy with a Human Resources Administrator. If the grievant is not satisfied with the response, he/she may proceed to Level 3.

c. Third Level – City Manager Review

Any grievance not resolved at Level 2 may be submitted to the City Manager no later than ten (10) working days after the date of the Department Head's written reply. The grievant shall provide the City Manager with a copy of the Level 1 and Level 2 responses. Within ten (10) working days after receipt of the grievance and the Level 1 and Level 2 responses, the City Manager or his/her designee, at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The City Manager's decision shall be final and binding.

E. REPRESENTATION

The grievant is entitled to representation of his/her choice at any point in the grievance procedure. If the representative is a fellow employee, that employee shall receive time off from his/her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. The grievant must inform a Human Resources Administrator whether he/she will be represented at any meeting regarding the grievance, along with the identity of the representative, at least forty-eight (48) hours prior to the grievance meeting.

F. WAIVER OF GRIEVANCE

Failure by the grievant to appeal his/her grievance to the next step within the specified time limits of this rule shall constitute a waiver of the right to pursue the grievance further, unless the City has granted an extension of time to a definite date. Failure by the City to respond to the grievance within any of the specified time lines shall entitle the grievant to appeal to the next level of review.

Additionally, failure on the part of an employee or his representative to appear for any scheduled meeting without notification may, in the City's discretion, result in the City's denial of the grievance.

G. NO RETALIATION

Employees shall not be penalized or retaliated against in any way for using the grievance procedures, or testifying as a witness in a grievance proceeding.

**XV. WORKERS' COMPENSATION**

Safety is every employee's responsibility. All employees shall use safe work practices and report any unsafe conditions that may occur. The City also recognizes its responsibility to maintain safe workplaces.

All work-related injuries shall be reported to the responsible supervisor. If there is any question regarding the appropriate supervisor, the report shall be made immediately to a Human Resources Administrator. If a work-related injury may result in lost work time, the employee shall be provided with a workers' compensation claim form within one (1) working day of the injury. Individual departments may adopt specific safety rules applicable to their operations.

A. REPORTING PROCEDURE

1. Any employee injured while on duty must immediately report the injury to his/her supervisor, who shall in turn promptly report the same to a Human Resources Administrator. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall promptly complete and forward the required reports to a Human Resources Administrator within twenty-four (24) hours following the injury.

2. The supervisor or Human Resources Administrator may authorize medical treatment for the employee by a City-retained physician or clinic, the employee's personal physician (if one has been

previously designated and is on file in the Personnel Office in accordance with Labor Code 4600) or, if necessary, a local emergency medical facility.

B. CIVILIAN EMPLOYEES

1. USE OF PAID ACCRUED LEAVES.

Whenever any employee is compelled by direction of the City's physician, or the employee's physician where the City has not appointed one, to be absent from duty on account of injury arising out of and in the course of City employment, the employee shall be required to use accrued leave time for compensation for the first three (3) days of time off from work.

If the employee is determined to have a work-related temporary disability and is ordered to be off work for a period of more than fourteen (14) days, in accordance with workers' compensation law, the temporary disability payment shall date back to the date of injury.

An employee may elect to apply pro-rated accrued sick leave, vacation leave, or comp-time to such absence and to receive compensation equal to the difference between the compensation to which the employee is entitled under workers' compensation law and his/her regular City salary, not to exceed the amount of earned leave time. If the employee does so elect and has applied accrued leave to such absence, then he/she shall be entitled to receive compensation for absences following and related to the occurrence of a specific injury until sick leave is exhausted. Such compensation shall be in an amount equal to the difference between compensation to which the employee is entitled under workers' compensation law and his/her regular City salary.

2. BENEFITS.

Any employee shall continue to accrue vacation, holidays and sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury so long as the employee receives compensation payments under the provisions of the Workers' Compensation Act. A probationary employee shall be entitled to the same benefits as a regular employee, except such employee shall not continue to earn eligibility for consideration for merit salary increases or regular status. However, the City may separate an employee, or where appropriate, apply for a disability retirement for an employee, who is receiving workers' compensation benefits if the employee is unable to perform the duties of the positions, is deemed permanent and stationary, and cannot be accommodated by the City in another position.

Medical care and payments for permanent disabilities incurred in the course of employment shall be as prescribed by workers' compensation law.

C. SAFETY EMPLOYEES

Whenever a safety officer or other employee eligible under Labor Code Section 4850 sustains a work related or industrial injury while actively engaged in the performance of their job, he/she shall receive compensation as provided under the Workers' Compensation Act and/or Labor Code provided under

State law. Such officer shall be placed upon leave of absence at full salary and shall be paid by the City for so long as is required by Section 4850 and related Sections of the Labor Code. During the time the City is required to pay and actually pays the employee's salary, the employee shall not be entitled to receive any temporary disability payments under the Workers' Compensation Act, and the City shall be entitled to receive all payments which would otherwise be payable to such employee for such temporary disability or upon retirement.

**D. LONG-TERM ILLNESS AND LABOR CODE SECTION 4850 APPOINTMENTS**

A Human Resources Administrator may declare a position temporarily vacant due to the absence of an employee on leave pursuant to Labor Code Section 4850 or on a long-term illness leave and the position may be filled by a temporary or acting appointment. A person appointed to the position shall sign a statement acknowledging that: 1) the appointment is temporary only, with no attainment of regular status; and 2) if already employed by the City, the appointee shall revert to his/her original position and salary range upon notice from a Human Resources Administrator.

**E. MODIFIED DUTY**

When a City employee is being treated for a work or non-work related injury or illness and is determined fit by the City-approved treating physician to return to work on a temporary basis with modified duties or tasks, the City shall make every attempt to return the employee to work in a modified duty status, consistent with the City's operational needs. All such modified duty work assignments are to be within the limitations as described by the City approved physician who is qualified to render an opinion on the worker's physical abilities. However, the City is not required to create a position for an employee as an accommodation for that employee's illness or injury. Modified duty assignments are intended to be temporary and short-term. An employee's failure to comply with a modified duty assignment may result in disciplinary action.

**F. CHECK-IN PROCEDURES**

During the period of time that an employee is off work due to an industrial injury, the department may require the employee to check in with his/her department on a regular basis.

**XVI. MISCELLANEOUS**

These rules and regulations shall only become effective when they are adopted by the City Council. Upon adoption they shall supersede any and all City-wide and/or departmental personnel management policies, rules, regulations, and procedures previously adopted, except those adopted by order of a department manager which are not in conflict with these Rules.

Any and all provisions contained in a Memorandum of Understanding (MOU) in effect at the time of adoption of these Rules, and which may be in conflict with the provisions of these Rules, shall remain in effect and supersede these Rules until such time as the conflicting provisions of the MOU may be

modified, through the meet and confer process, to conform to these Rules. No existing MOU shall be modified, and no new MOU shall be entered into, which would establish provisions that would be in conflict with these Rules unless expressly identified by the City Manager and recommended to the City Council for review and approval.

These Rules do not create a "contract" of employment between the City and any employee. Public employment is statutory, not contractual.

If any part of these Rules is determined to be unconstitutional or illegal, such part shall be severed from these rules and the remaining Rules shall be given full force and effect. The City shall comply with changes in state and federal law, and shall amend these Rules as necessary for consistency. The term "City" as used in these rules refers to the City of Winters. Responsibilities and rights of the City under these rules are exercised by the City Manager, and may be delegated by the Manager in his/her discretion.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** August 18, 2020  
**FROM:** Ethan Walsh, City Attorney  
**SUBJECT:** Consideration of Resolution 2020-46 Approving a Part-Time Employment Agreement with John W. Donlevy, Jr. for Completion of Existing Projects and Transition of City Manager Position

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**RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2020-46 approving a Part-Time Employment Agreement with John W. Donlevy, Jr.

**BACKGROUND:**

As you know, John Donlevy served as City Manager for the City of Winters for nearly nineteen years and left the City on August 9 to accept the position of City Manager in the City of Auburn. The City is currently in the process of searching for a new City Manager, and will appoint an Interim City Manager at the August 18 Council meeting, but the City and Mr. Donlevy both believe it would be beneficial for him to assist the City in completing a number of outstanding projects with the City, and help to allow for a smooth transition to the Interim City Manager. Mr. Donlevy has discussed this with both the Winters and Auburn City Councils informally, and both bodies were supportive of him assisting the City in this capacity.

**DISCUSSION:**

The City would enter into a short term, part-time employment agreement with Mr. Donlevy to allow him to continue to assist the City in outstanding projects, and to transition the City Manager responsibilities to the Interim City Manager. Mr. Donlevy would also attend the City Council meetings on August 18, September 1 and 15, and October 6, and would be present at City Hall to attend meetings and complete work on August 27, 28, and 29, September 4, 10, 11, 12, 25, and October 6.

The Agreement provides that Mr. Donlevy would be paid at the hourly rate under his last Employment Agreement as City Manager, which is \$73.98. Additionally, since this additional time with the City will bring him past his nineteenth anniversary with the City, we would be eligible for his longevity pay under his prior contract with the City. As recognition of that fact the agreement includes a provision that provides for longevity pay that he would be due based on his years of service with the City.

**ALTERNATIVES:**

The Council could decline to approve the Agreement.

**FISCAL IMPACT:**

Maximum of \$15,250.00, depending on actual hours worked.

Attachments: Resolution Approving Part Time Employment Agreement  
Employment Agreement

RESOLUTION NO. 2020-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING A PART TIME EMPLOYMENT AGREEMENT WITH  
JOHN W. DONLEVY, JR.**

WHEREAS, John W. Donlevy, Jr. resigned from his position as City Manager of the City effective August 9, 2020; and

WHEREAS, Mr. Donlevy is willing, and the City Council desires for him to continue working for the City on a short-term, part-time basis to complete certain projects he is currently working on and to assist with the transition to the Interim City Manager; and

WHEREAS, the City Council and Mr. Donlevy desire to enter into a Part Time Employment Agreement to govern his terms of employment during this period.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Winters hereby approves the Part Time Employment Agreement between the City of Winters and John W. Donlevy, Jr. governing the terms and conditions of his employment in the role of "Part-Time Assistant Administrator" for the City.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Wade Cowan, Mayor

ATTEST:

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

Attachment: Part Time Employment Agreement

**PART-TIME EMPLOYMENT AGREEMENT**

**THIS PART-TIME EMPLOYMENT AGREEMENT** (“Agreement”) is between the City of Winters, a municipal corporation (the “City”) and John W. Donlevy, Jr. (“Employee”). It is effective on the latest date next to the signatures on the last page (the “Effective Date”). This Agreement is entered into on the basis of the following facts, among others:

A. Employee commenced work for the City on September 10, 2001. Pursuant to an Employment Agreement and amendments thereto, he worked for the City as the City Manager from September 10, 2001 to August 9, 2020.

B. Employee submitted his resignation from the City, effective August 9, 2020, in order to accept employment with another entity. The City accepted Employee’s resignation and has commenced efforts to recruit a replacement City Manager.

C. In order to provide Employee with an opportunity to complete discrete projects and provide transition assistance to City leadership, the City desires to continue Employee’s employment, on a temporary part-time hourly basis, in the capacity of Part-Time Assistant Administrator, and Employee desires to accept this appointment.

D. The City and Employee desire to establish specific terms and conditions relating to compensation and benefits for this finite appointment.

**BASED UPON THE FOREGOING, THE CITY AND EMPLOYEE HEREBY AGREE AS FOLLOWS:**

1. Employment. The City appoints and employs Employee as Part-Time Assistant Administrator, and Employee accepts the appointment and employment, as of the effective date below.

2. Duties of Employee. Employee shall perform the discrete assignments and transitional duties necessary to ensure a smooth and effective transition in City leadership, including attending three City Council meetings (scheduled for August 18, 2020, September 1 and 15, 2020 and October 6, 2020). Those assignments may be modified as deemed necessary by the Council.

(a) Energy and Skill. In addition to the four Council meetings mentioned above, Employee has provided a list of dates on which he intends to be present at City offices and perform duties contemplated by this Agreement. Those dates include: August 27, 28, and 29, September 4, 10, 11, 12, 25, and October 6. Because Employee has accepted alternate employment, the City does not expect full-time commitment by Employee. City expects Employee to provide effective assistance on those dates and during any hours that Employee devotes to performing tasks on the City's behalf. On those dates, Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement.

(b) Hours of Work. Under this Agreement, as a part-time hourly employee, Employee is a non-exempt employee. Employee is not expected to work in excess of forty (40) hours in any single workweek and should seek and obtain approval before doing so. The hours of work are at Employee's election.

3. Term. The term of this Agreement shall be for a period of approximately four (4) months from the Effective Date through December 31, 2020, unless terminated earlier by either party in accordance with the provisions set forth in Paragraph 6.

4. Compensation.

(a) Hourly Rate. Employee shall receive an hourly rate of \$73.98 for each hour worked under this Agreement, payable on the City's established paydays and in the same manner as all full-time City employees, and subject to all applicable payroll taxes and withholdings.

(b) Reporting Hours. Employee shall report all hours worked in a format and on a timesheet provided by the City, which shall be submitted on a weekly basis or on any other periodic deadline provided by the City.

5. Benefits and Allowances. Except as otherwise provided in this Agreement and as legally required, Employee is not eligible for any employment benefits provided by the City. Employee will be provided with workers' compensation coverage for any injuries that occur while performing duties under this Agreement.

(a) CalPERS: The City's understanding is that, given Employee's enrollment as a full-time employee with a new CalPERS employer, Employee's service to the City under this Agreement will be deemed overtime that is non-PERSable. The City will abide by all CalPERS reporting and contribution requirements.

(b) Miscellaneous Benefits and Paid Leave: In connection with employment under this Agreement, the City will not make any contributions to any 457 Plan provided by the City. Employee shall not be eligible for any contributions under the City's cafeteria plan. Except as otherwise required by law, Employee shall not be eligible for any form of paid leave under this Agreement. Employee's accruals ceased as of the effective date of his separation from his full-time City Manager position. Employee shall not be provided any use of City automobile or provided with mileage for any travel occasioned by his performance under

this Agreement. Any travel necessary by this Agreement, whether to attend meetings or to report to City offices to perform duties under this Agreement, is considered an ordinary commute for which no mileage reimbursement will be owing or paid.

(c) Longevity Pay: In connection with his service as City Manager, Employee was eligible to receive longevity pay consistent with the terms of the City's Memorandum of Understanding with non-represented Department Heads ("MOU"). The City will consider Employee's service under this Agreement to be extending Employee's years of total service to the City. If eligible under the terms of the MOU prior to the termination of this Agreement, Employee will receive a longevity payment in accordance with the City's established process for issuing such payments.

6. Termination of Employment. Employee works at the will and pleasure of the City Council, and Employee may be terminated at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to the City Manager in writing. The only amount owing upon termination will be compensation for hours worked under this Agreement.

7. Miscellaneous.

(a) Notices. Notices given under this Agreement shall be in writing and shall be either served personally or sent by Federal Express, or some equivalent private overnight delivery service with delivery confirmation. Notices shall be directed to the addresses shown below.

CITY: City Clerk  
318 First Street  
Winters, CA 95694

EMPLOYEE: John W. Donlevy, Jr.  
12419 Homestead Way

Auburn, CA 95603

(b) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

(c) Severability. In the event any portion of this Agreement is declared illegal, unenforceable or void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

(d) Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

(e) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Yolo County, California.

(f) No Assignment. Employee may not assign this Agreement in whole or in part.

(g) Effective Date. This Agreement shall be effective as of August 18, 2020.

*[Signatures continued on following page]*

Dated: \_\_\_\_\_

CITY OF WINTERS

By: \_\_\_\_\_  
Wade Cowan, Mayor

Dated: \_\_\_\_\_

EMPLOYEE

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** August 18, 2020  
**FROM:** Ethan Walsh, City Attorney  
**SUBJECT:** Consideration of Resolution 2020-47 Appointing Shelly Gunby as Interim City Manager and Approving an Employment Agreement with Shelly Gunby for the Position of Interim City Manager

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**RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2020-47 appointing Shelly Gunby as Interim City Manager and approving an Employment Agreement for Ms. Gunby to serve in the interim position until the position is filled.

**BACKGROUND:**

With City Manager John Donlevy leaving to transition to his new position in Auburn, Shelly Gunby has been serving as the Acting City Manager in his absence. However, given that the process of selecting a new City Manager will take several months, the City Council needs to appoint an Interim City Manager to serve until a permanent City Manager is selected. Shelly Gunby is the City's current Finance Director, the longest tenured department head at the City and has frequently served as Acting City Manager when the City Manager has been on vacation or otherwise out of the office. She has been an indispensable member of the City's leadership team for many years and has indicated she is willing to step into this role on a temporary basis until the City Council completes its search for a new City Manager.

**DISCUSSION:**

Ms. Gunby is currently the Finance Director and her position is governed by the Memorandum of Understanding for the City's Department Heads. The City Manager position has been governed by an employment agreement approved directly by the City Council, and therefore Ms. Gunby cannot simply move into the new position. In order to properly document the new position, we are recommending that the City Council approve an employment agreement for this temporary position.

Under this Agreement, Ms. Gunby will serve as the Interim City Manager and assume all duties of the City Manager. She will be compensated at the same rate as Mr. Donlevy was compensated under his final agreement for the period of time that she serves in the interim position. She will receive all her existing benefits consistent with the Department Head MOU. When a permanent City Manager is selected or the Agreement is otherwise terminated, she will return to her current position as Finance Director.

**ALTERNATIVES:**

The Council could select an alternative person to serve as City Manager.

**FISCAL IMPACT:**

Ms. Gunby will receive the same salary as Mr. Donlevy during this interim appointment, so there is not additional fiscal impact from her stepping into this role temporarily. Additionally, she is going to continue to fulfill her role as Finance Director during this period and will not backfill that position, resulting in a temporary savings to the City.

Attachments: Resolution Appointing Interim City Manager and Approving Employment Agreement  
Employment Agreement

**RESOLUTION NO. 2020-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPOINTING SHELLY GUNBY AS INTERIM CITY MANAGER AND APPROVING  
AN EMPLOYMENT AGREEMENT WITH SHELLY GUNBY FOR THE  
POSITION OF INTERIM CITY MANAGER**

WHEREAS, City Manager John Donlevy has resigned from the City effective August 9, 2020; and

WHEREAS, Director of Financial Management Shelly Gunby has been serving as Acting City Manager since the date of Mr. Donlevy's resignation; and

WHEREAS, the City Council desires to appoint Shelly Gunby to serve as Interim City Manager until such time that the City Council selects a permanent City Manager; and

WHEREAS, the City Council and Ms. Gunby further desire to enter into an Employment Agreement to govern her terms of employment while serving in the Interim City Manager position.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Winters hereby appoints Shelly Gunby as Interim City Manager and approves the Employment Agreement between the City of Winters and Shelly Gunby covering the term of her role as Interim City Manager.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Wade Cowan, Mayor

ATTEST:

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

Attachment: Interim City Manager Employment Agreement

## **Employment Agreement**

This Employment Agreement (“Agreement”) is between the City of Winters, a California municipal corporation (“City”) and Shelly Gunby (“Employee”), an individual, both of whom agree as follows:

### **Section 1. Appointment**

The City Council has appointed Employee as the Interim City Manager of the City, effective on Tuesday, August 18, 2020. Employee accepts the appointment and employment, for an indefinite term. Prior to this appointment, Employee was Director of Financial Management of the City.

### **Section 2. Duties and Authority**

A. Employee shall perform the functions and duties of a city manager as provided for under state law and the Winters Municipal Code, the City Manager job description, City Council direction, or as otherwise provided by law, ordinance, or regulation. Employee shall faithfully, diligently, and to the best of Employee’s abilities, perform all duties that may be required under this Agreement and shall devote his full energy, skill, ability, and productive time to the performance of his duties. Employee reports to, and serves at the pleasure of, the City Council.

B. Employee shall not engage in any employment, activity, or other enterprise, for compensation or otherwise, that is actually or potentially in conflict with, inimical to, or that interferes with the performance of Employee’s duties.

C. This Agreement is intended to supersede Employee’s current employment status as Director of Financial Management of the City which is governed by the Memorandum of Understanding for the City’s Department Heads (“Department Head MOU”) for the duration of Employee’s appointment as Interim City Manager and will apply so long as Employee is serving as the City’s Interim City Manager.

### **Section 3. Hours of Work.**

The Employee as Interim City Manager is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City’s regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee’s position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City’s behalf). As such, Employee’s daily and weekly work schedule will vary in accordance with the work to be performed and in accordance with direction provided by the City Council.

### **Section 4. Performance Evaluation**

The City Council may conduct performance evaluation of Employee at times mutually agreed upon by the City Council and Employee. The City Council shall evaluate Employee’s performance and provide guidance and direction to Employee. The City Council and Employee may choose to have an initial meeting at or around the commencement of this Agreement to

discuss Employee's performance goals as well as the City Council's goals, expectations, and objectives for Employee's performance.

### **Section 5. Compensation**

A. City agrees to pay Employee a monthly gross base salary of \$12,824, effective upon commencement of this Agreement.

B. Nothing in this Agreement precludes the City Council from considering other salary adjustments for Employee.

C. Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

### **Section 6. Health, Disability and Life Insurance Benefits**

Employee will be eligible for, and shall receive, all regular benefits as are set forth in the Department Head MOU, and consistent with the benefits Employee received in her position as Director of Financial Management.

### **Section 7. Holidays, Vacation, Sick, and Administrative Leave**

Employee and City agree that the same leave provisions as set forth in the Department Head MOU, and consistent with the leave provisions that applied to Employee in her position as Director of Financial Management.

### **Section 8. Payment of Expenses**

A. City shall pay the cost of any fidelity or other bonds required by law or City policy. Further, City shall reimburse Employee at the standard IRS mileage rate for any business-related use of a personal vehicle for official business, excepting that Employee should always attempt to utilize a vehicle owned by City to avoid such expense whenever possible. Other business-related expenses Employee may incur are eligible for reimbursement under the terms of City's expense reimbursement policies.

### **Section 9. Retirement**

City provides retirement benefits through the California Public Employees Retirement System ("CalPERS"). Employee's retirement benefits shall be consistent with those provided under the Department Head MOU, and those benefits that she received in her position as Director of Financial Management.

### **Section 11. Term, Employment, and Termination**

A. Term. This Agreement shall begin on Tuesday, August 18, 2020, and shall continue until terminated pursuant to this Section 11.

B. No Property Interest. Employee understands and agrees that she has no constitutionally protected property or other interest in her employment as Interim City Manager.

C. Termination By City. Employee's appointment is "at will," meaning that the employment can be terminated at any time, with or without cause. Should the City Council terminate Employee from the Interim City Manager position, at any time and with or without cause, the City Council will return Employee to her prior position of Director of Financial Management with thirty (30) days' notice at the salary and benefits then pertaining to that position. Employee understands and agrees that Employee works at the will and pleasure of the City Council, and that Employee may be terminated as Interim City Manager, or asked to resign, at any time, with or without cause. Notice of termination shall be provided to Employee in writing.

D. Termination by Employee. Employee may voluntarily terminate her employment as Interim City Manager at any time by giving not less than thirty (30) days' notice, in which case Employee will return to her prior job as Director of Financial Management.

## **Section 12. Indemnification**

City shall indemnify and defend Employee in accordance with the California Government Claims Act. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

## **Section 13. Notices**

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:                      City of Winters  
   318 First Street  
   Winters, CA 95694  
   Attn: Tracy S. Jensen, City Clerk

Employee:                      Shelly Gunby  
   318 First Street  
   Winters, CA 95694

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

## Section 14. General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between City and Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C. Effective Date. This Agreement shall become effective on August 18, 2020.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

F. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action. Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

G. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Yolo County, California.

H. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

*[Signatures on Following Page]*

<p><b>EMPLOYER:</b></p> <p><b>CITY OF WINTERS</b></p> <p>By: _____ Wade Cowan, Mayor</p>	<p>_____</p> <p>Date</p>
<p><b>EMPLOYEE:</b></p> <p>_____</p> <p>Shelly Gunby</p> <p><b>APPROVED AS TO FORM</b></p> <p>_____</p> <p>Ethan Walsh, City Attorney</p>	<p>_____</p> <p>Date</p> <p>_____</p> <p>Date</p>



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 18, 2020  
**FROM:** John W. Donlevy, Jr., City Manager  
**SUBJECT:** Housing Element Schedule and Outline

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**RECOMMENDATION:**

That the City Council receive a staff presentation regarding the 2021-29 Housing Element Update and the Safety Element Update.

**BACKGROUND:**

The City has hired DeNovo Planning to work on the update of the City's Housing Element. This includes a multi-task program which will result in the eventual adoption of a revised and accepted Housing program for the City. Attached as Exhibit A is an outline of the overall work program which will be presented at the City Council Meeting.

**DISCUSSION:**

The overall program will have the following elements:

- Public Engagement and Participation which will include workshops and stakeholder surveys.
- Preparation of the Housing Element to reflect the goals and priorities of the City and community as well as the overall goals for the planning period.
- Health and Safety Element Amendments which will address goals for hazards and climate adaptation.
- Environmental Compliance which will include the necessary requirements of CEQA.

Staff will provide an overall review of the processes to begin the overall process.

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

**Attachment:** Housing Element Update/Health and Safety Element Amendment Work Program

## WORK PROGRAM

The Housing Element Update includes an update to the Housing Element of the City's General Plan as well as focused revisions to the City's Health and Safety Element. The scope of work for this project includes the following tasks, which are also shown on the attached schedule:

- Task 1: Project Kick-Off
- Task 2: Public Engagement and Participation
- Task 3: Draft Housing Element
- Task 4: Public and Housing and Community Development Department (HCD) Review of the Draft Housing Element
- Task 5: Adoption Draft Housing Element
- Task 6: Draft Health and Safety Element Revisions
- Task 7: Environmental Compliance
- Task 8: Adoption of Updated Elements
- Tas 9: Project Management

## HOUSING ELEMENT UPDATE PROCESS

The discussion below highlights the public engagement and participation effort and the key deliverables associated with this process.

### PUBLIC ENGAGEMENT AND PARTICIPATION

The Housing Element Update project includes a public engagement process that seeks to connect with the community and provide an opportunity for all economic segments of the community to be involved in the Housing Element Update. Community input will be collected at four key points in the update process and will be reflected in the Housing Element Update documents:

***Housing Workshop and Survey:*** Due to the constraints of COVID-19, a virtual workshop will be conducted that educates the community on the intent of the Housing Element Update. The workshop will be accompanied by an on-line survey that will be used to identify the community's needs and priorities related to housing, including preferred sites for future housing development.

***Stakeholders Survey:*** A separate survey will be sent to housing stakeholders, such as housing developers, affordable housing providers, and health and housing agencies and organizations that serve the community. The survey will ask questions intended to identify the needs of specific populations that each stakeholder works with and to identify known constraints to accessing housing or housing development.

## City of Winters Housing Element Update/Health and Safety Element Amendment Work Program

**Public and HCD Review:** The Draft Housing Element will be provided to the public and to the HCD for review.

**Planning Commission Study Session:** Upon completion of the Draft Housing Element, the Draft Housing Element will be presented to the Planning Commission at a study session or as an informational item. The public will be invited to attend the study session and provide public comments on the Draft Housing Element which will be summarized and addressed in the Adoption Draft Housing Element.

**Adoption Hearings:** The Planning Commission and City Council will each hold at least one public hearing to consider the Housing Element Update. The community will be invited to attend the hearings and comment on the Housing Element document.

### HOUSING ELEMENT PREPARATION

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The Housing Element will be prepared to reflect the goals and priorities of the City and to meet State requirements (GC Section 65583[a]). The Housing Element will include the following components:

#### Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element update process, housing issues facing the City, the City's housing needs, available sites and resources, and the goals of the Housing Element.

#### Effectiveness of Current Housing Element

This section will assess the City's implementation of the current Housing Element, including progress made on the goals, policies, and programs, and progress toward the 5th cycle RHNA. The evaluation of the current Housing Element will identify successful policies and programs that should be retained as well as policies and programs that should be revised or replaced.

#### Assessment of Housing Needs

The housing needs assessment will address the City's housing-related conditions and characteristics, including:

- » Population, household, and employment characteristics and trends
- » Income characteristics
- » Special needs groups
- » Housing stock characteristics and housing conditions
- » Comparison of affordability of housing to City income levels
- » Assisted housing projects at-risk of conversion to market-rate
- » Fair housing assessment
- » Quantified housing needs, including the City's regional housing needs allocation and existing and projected needs for each special needs group, which include elderly, disabled persons, developmentally disabled, large families, single female heads of households, farmworkers, and homeless persons

## City of Winters Housing Element Update/Health and Safety Element Amendment Work Program

### Housing Resources

The Housing Element will identify available resources, including funding programs, housing services, and services for special needs populations, available to assist in addressing the City's housing needs.

### Housing Sites Inventory

The inventory will identify sites available for development, intensification, or reuse that are appropriately zoned to support housing development, including single family and multifamily housing, in order to accommodate the City's Regional Housing Needs Allocation (RHNA) for each income level. The Regional Housing Needs Plan, which establishes the RHNA for each jurisdiction in the Sacramento Region, was adopted by the Sacramento Area Council of Governments (SACOG) on March 19, 2020. The City of Winters received the following RHNA Allocation:

Income Range	Very Low	Low	Moderate	Above Moderate	TOTAL
Units	125	75	104	248	552

### Housing Constraints

This chapter will address governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, market demand, availability of land, availability of financing, etc.) that can affect housing production.

### Housing Plan

The Housing Plan will establish the City's goals, objectives, policies, and implementation measures to address identified housing needs and constraints. This will carry forward successful goals, policies, and measures from the City's adopted Housing Element and will provide focused revisions where necessary to address the requirements of State law. Revisions to the Housing Plan will be developed to address the City's housing needs while also remaining relevant to the City's character and protecting resources that are important to the City. The Housing Plan will address the following issues:

- » Conserve and Improve Existing Housing Stock
- » Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation, development of housing to meet the needs of lower- and moderate-income households
- » Affirmatively Furthering Fair Housing
- » Address Housing Needs of Special Needs Populations
- » Preserve Assisted Housing
- » Regional Housing Needs Determination and Quantified Objectives
- » General Plan and Zoning Consistency
- » Removal of Constraints (where appropriate and feasible)

## City of Winters Housing Element Update/Health and Safety Element Amendment Work Program

The Public Review Draft Housing Element will be made available to the public and HCD for review. Following the close of the review period, any necessary revisions will be incorporated into the Adoption Review Draft Housing Element that will be presented to the Planning Commission and City Council during the adoption hearings.

### HEALTH AND SAFETY ELEMENT AMENDMENTS - HAZARDS & CLIMATE ADAPTATION

Section VII, Health and Safety, of the City's General Plan will be updated to address climate adaptation. The revisions will incorporate applicable components of the Yolo County Local Hazard Mitigation Plan to describe climate change-related vulnerabilities and to identify mitigation approaches. Based on the information in the 2018 Local Hazard Mitigation Plan, a new goal, policy, and implementation measure will be prepared to address the City's potential exposure to climate impacts, consistent with the requirements of GC Section 65302(g,4,A), to identify methods to avoid or minimize climate change impacts, and to address climate change adaptation and resilience. The update will address the City's current Climate Action Plan efforts, location of essential public facilities and infrastructure in at-risk areas, approach to working with relevant governmental agencies, and identification of natural infrastructure and ecosystems, such as wetlands, floodplains, and urban forests, that may be used to reduce climate change risks.

The Public Review Draft Housing Element will be made available to the public and HCD for review. Following the close of the review period, any necessary revisions will be incorporated into the Adoption Review Draft Housing Element that will be presented to the Planning Commission and City Council during the adoption hearings.

### ENVIRONMENTAL COMPLIANCE

Prior to adoption of the Housing Element Update and the Health and Safety Element Amendments, the necessary documentation for compliance with the California Environmental Quality Act (CEQA) will be prepared. If the Housing Element Update identifies that additional residential sites are needed to accommodate the City's RHNA, it is anticipated that those sites would be designated and rezoned at a later date following a site-specific CEQA review process.

# WINTERS HOUSING ELEMENT UPDATE SCHEDULE

Task	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar
<b>TASK 1: PROJECT KICK-OFF</b>											
Kick-off Meeting	■	■									
<b>TASK 2: PUBLIC ENGAGEMENT AND PARTICIPATION</b>											
Community Workshop and Survey				■							
Planning Commission Workshop							✳				
<b>TASK 3: HOUSING ELEMENT UPDATE</b>											
Administrative Draft Housing Element	■	■	■	■	■	■	■	■	■	■	
Draft Housing Element						■	■				
Public and HCD Review Periods							■	■	■	■	
<b>TASK 4: HCD COORDINATION</b>											
HCD Coordination					■	■	■	■	■		
<b>TASK 5: ADOPTION DRAFT HOUSING ELEMENT</b>											
Adoption Draft Housing Element									■	■	
<b>TASK 6: DRAFT HEALTH AND SAFETY ELEMENT AMENDMENTS</b>											
Admin. Draft Health & Safety Element Amendment				■	■	■	■	■			
Draft Health & Safety Element Amendment						■	■				
<b>TASK 7: CEQA COMPLIANCE</b>											
CEQA Compliance									■	■	■
<b>TASK 8: FINAL HOUSING ELEMENT/FINAL HEALTH AND SAFETY ELEMENT AMENDMENT</b>											
Final Housing Element/Health & Safety Amend.									■	■	
<b>TASK 9: PROJECT MANAGEMENT, MEETINGS, AND HEARINGS</b>											
Project Management	■	■	■	■	■	■	■	■	■	■	■
Meetings	As needed, throughout the process										
Planning Commission and City Council										■	■

- De Novo Work
- City Review
- Public Participation
- 💡 Workshop
- 📖 Public Review Document
- 📄 Staff Review Document
- ✳ Planning Commission
- ✳ City Council