Winters Regular Council Meeting

Tuesday, September 3, 2024 @ 6:30 PM
AGENDA

Members of the City Council

Bill Biasi, Mayor
Albert Vallecillo, Mayor Pro-Tempore
Richard Casavecchia
Jesse Loren
Carol Scianna

Meeting Information
Winters City Council meetings are conducted in person at City Hall Council Chambers (318 First Street, Winters, CA) and are accessible via the Abbey St side entrance. As a courtesy and technology permitting, members of the public may still participate virtually. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Brown Act, City Council meetings will continue despite technical difficulties for participants using teleconferencing.

Zoom: https://us02web.zoom.us/j/89855949754?pwd=Y09JK1ZaRmt0ejJuazNsRmhvaDRXZz09

Meeting ID: 898 5594 9754 Passcode: 202614

1. If you are joining the meeting via Zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3:00 minutes.

2. If you choose not to observe the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Monday prior to the City Council meeting. Please submit your comment to the City Clerk at cityclerk@cityofwinters.org. All public comments submitted to the City Clerk will be summarized and read into record but will not be read verbatim due to time limitations

1. ROLL CALL

2. PLEDGE OF ALLIEGENCE

3. APPROVAL OF THE AGENDA

4. COUNCIL/STAFF COMMENTS

5. 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 matters 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.

A. Correspondence from Daniel Smith re: West Main crossing near Middle School
Daniel Smith Letter for Public Safety on W. Main (1).pdf

6. CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and noncontroversial, 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 from the Regular Meeting of the Winters City Council for July 16, 2024
City_Council_minutes_july_16_2024.docx

B. Consider adopting Ordinance 2024-08 Amending Section 9.24.020 and Repealing Section 9.24.030 of Title 9 of the Winters Municipal Code Related to Encampments Within the City Limits.
Staff_Report_Encampment_Ordinance_Update_2024-08_Second_Reading (1).doc
Encampment_Ordinance_Update_2024-08__1_ (1).docx

C. Consideration of Resolution No. 2024-59 Authorizing the Purchase of a 2024 Chevy 2500 Utility Truck for the Public Works Water Division from Hanlees Davis Chevy in an Amount Not to Exceed $75,000.
Winters__Staff_Report_Water_Replacement_Vehicle.docx
Winters__Reso_re_Public_Works_Truck_Purchase.docx
Hanlees Davis Chevy.docx
Dupratt Ford Quote.pdf
Fairfield_Chevrolet.docx
Hoblit Ford Quote.pdf
WINTERS F250 SERVICE BODY JULY 26TH_001813.pdf

D. Street Closure Requests for Fall Events: September 20th Homecoming Rally, September 28th Festival de La Comunidad, and October 25th and 26th Harvest Festival

Fall_event_street_closures.doc

Attachment 1 Street Closure Request WJUSD Homecoming Rally.pdf
Attachment 2 Street Closure Request Carnitas Festival.pdf
Attachment 3 Street Closure Request Harvest Festival.pdf

E. Consideration of Resolution 2024-61 Approving and Authorizing the City Manager to Execute the Revised Second Amendment to Ground Lease Agreement with Sacramento Valley Limited Partnership d/b/a Verizon Wireless and First Amendment to Annex Parcel Lease Agreement with American Tower Delaware Corporation
Winters__Staff_Report_re_Resolution_Approving_Cell_Tower_Lease_Amendments_
Winters__Resolution_Approving_Cell_Tower_Lease_Amendments_Revised_Exhibits
82655 APA Execution Copy 1st Am to APL.pdf
82655 Execution Copy 2nd Am to GL.pdf

F. Resolution No. 2024-60 Approving Memorandums of Understanding with the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association, implementing a 3% General Salary Increase, and other changes, retroactive to four (4) pay periods prior to ratification and approval of these MOUs.
Winters__StaffReport_2024MOUs_DeptHead_Mgr_POA_WFD.docx
Winters__Attachment1_Resolution_MOUs.docx
2024-60_Exhibit_A_MOU_Manager_sRedline.docx
2024-60 Exhibit_B_POA_MOU__Red_line.docx
2024-60 Exhibit_C_MOU_Fire_Redline.docx
2024-60 Exhibit_D_MOU_DeptHeads_Redline.docx

G. Resolution 24-62 Proclaiming September 9-13, 2024, as Disability Voting Rights Week
Resolution 24-62 Proclaiming Disability Voting Rights Week.docx

7. PRESENTATIONS

A. Presentation of the Results of the 2024 CCMF Scholarship Internship.
Staff Report Internship Accomplishments .doc

8. DISCUSSION ITEMS

9. CITY MANAGER REPORT

10. INFORMATION ONLY

11. ADJOURNMENT

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

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Jeremy Craig, City Clerk
Winters City Council Agenda

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 http://www.cityofwinters.org/city-council-meetings_/

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

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

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

How to obtain City Council Agendas and Agenda Packets:

View on the internet: http://www.cityofwinters.org/city-council-meetings_/

City Council agenda packets and any attachments to the agenda that are not available online may be viewed at the City Clerk's Office at City Hall - 318 First Street.

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

A recording of any streamed City Council meeting can be viewed later at http://www.cityofwinters.org/city-council-meeting-recordings/.

Daniel Smith
965 Colton St.
Winters , CA 95694

August 13, 2024

City of Winters,

I am writing this letter in regard to public safety as the Middle School children cross W. Main St. to get to Anderson Avenue on the way to and from school at Winters Middle School. I am a law-enforcement officer (Corporal, Oakland Housing Authority Police) and deal with public safety recommendations on a daily basis.

As children walk to school in the morning and cross W. Main St. towards Anderson Avenue, there is a lot of vehicle traffic. I have seen several near miss incidents involving children that are walking and riding bicycles to school. This area is extremely congested, in the morning/afternoons and parents are rushing their kids to school and from school. In addition, the stop sign off of Anderson gets backed up heading towards W. Main St. and drivers pull out in an unsafe manner.

I do not want to see a child get hit by a vehicle on the way to or from school. I believe at this location there should be;

1. A crossing guard
2. Crosswalk with the blinking light
3. Or a three-way stop sign.

I believe that any one of these remedies would assist in keeping our children/community safe as they walk to and from school.

I believe being proactive in the situation is the best remedy to keep our children/community safe.

Best regards,
Daniel Smith
School District Parent
Corporal for Oakland Housing Authority
530-554-7707 cell

Minutes of the Regular Meeting of the Winters City Council held on July 16, 2024

Mayor Biasi called the meeting to order at 6:33 PM

Present: Council members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

Alex Mercer led the pledge of allegiance.

APPROVAL OF THE AGENDA:
Motion by Council Member Scianna, seconded by May Pro tem Vallecillo to approve the agenda as presented. Motion carries by the following vote:

AYES: Council members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL/STAFF COMMENTS:
Verbal Updates were provided by Council Members.

Mayor Biasi commented there was no reportable action from the closed session held on July 16, 2024, prior to the regular council meeting.

PUBLIC COMMENTS:

Alex Mercer spoke on the Prop. 218 process and expressed his concerns that past councils had not adequately funded the fire department and rhat fire equipment is not in good working order.

Stacey McPherson from the Mastagni Law Firm which provides labor union representation to three City labor unions addressed the Council with her concern of critical labor shortage in the City and the strain it has on the workforce. She also noted the importance of the ongoing classification and compensation study and the need for the Council to find solutions for attracting and retaining quality city staff.

CONSENT CALENDAR:

Minutes of the Regular Meeting of the Winters City Council on July 2, 2024
Memorandum of Understanding (MOU) for the SR-128/I- 505 Interchange/Russell Blvd Active Transportation Improvements Project between the City of Winters and Yolo County

City Manager Craig introduced the Consent Calendar.

Councilmember Loren commented on the milestone reached with progress towards the pedestrian/bicycle crossing over I-505 and the years of work it has taken to get to this stage in the project; she hopes to see it completed promptly. She stressed the importance of connecting residents from the other side of I-505 to a safe pathway into the City and essential services.

DISCUSSION ITEMS

8(a) Public Hearing Regarding Resolution 2024-51 Adopting the Report Proposing to Have Delinquent Water and Sewer Charges Collected on the Property Tax Roll for Fiscal Year 2024-25 and Directing the City Clerk to File Said Report with the Yolo County Auditor-Controller to Place Said Charges on the Tax Roll

Administrative Service Director Cathy Mathews introduced items 8(a) and 8(b) together as they relate to the collection of delinquent accounts related to water and sewer services and solid waste. Ms. Mathews explained the notification process for the accounts listed on each report and that a final review would be made of the list for payment before submitting to the County Auditor-Controller for collection.

Mayor Biasi opened up the public hearing for item 8(a) at 7:02 pm. Seeing no speakers, Mayor Biasi closed the public hearing at 7:03 pm.

A motion was made by Councilmember Loren and seconded by Councilmember Scianna to direct the City Clerk to file the collection report with the Yolo County Auditor-Controller and place said charges on the tax roll.

Motion carries by the following vote:

AYES: Council members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None
ABSENT: None
ABSTAIN: None

8(b) Hold a Public Hearing Regarding Resolution 2024-52 Adopting the Report Proposing to Have Delinquent Solid Waste Charges Collected on the Property Tax Roll for Fiscal Year 2024-25 and Directing the City Clerk to File Said Report with the Yolo County Auditor-Controller to Place Said Charges on the Tax Roll.

Mayor Biasi opened the public hearing for item 8(b) at 7:04 p.m. and closed it at 7:05 p.m., seeing no speakers.

A motion was made by Vice Mayor Vallecillo and seconded by Councilmember Casavecchia to direct the City Clerk to file the collection report with the Yolo County Auditor-Controller and place said charges on the tax roll.

Motion carries by the following vote:

AYES: Council members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: None
ABSENT: None
ABSTAIN: None

CITY MANAGER REPORT – The City Manager reported he and the mayor had attended an economic development workshop at First Northern Bank's headquarters in Dixon. The event was created by the Solano EDC and focused on economic development opportunities for small cities. The forum brought together several county, state, and federal resources, each giving an overview of what they offered. The event then left time to network with those resources. The event was very successful and provided many new resources to the City.

ADJOURNMENT – The meeting was adjourned in honor of Officer Matthew Bowen from the City of Vacaville, who was killed on duty during a traffic stop. The meeting was adjourned at 7:10 pm.

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Jeremy Craig, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: September 3, 2024

THROUGH: Jeremy Craig, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: Adopt Ordinance 2024-08 Amending Section 9.24.020 and Repealing Section 9.24.030 of Title 9 of the Winters Municipal Code Related to Encampments Within the City Limits

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RECOMMENDATION:
Adopt Ordinance 2024-08 amending Section 9.24.020 and repealing Section 9.24.030 of Title 9 of the Winters Municipal Code related to encampments within the City limits.

BACKGROUND:
The City Council approved a camping ordinance on April 2, 2024. Since then, on June 28, 2024, the Supreme Court of the United States (SCOTUS) held in *City of Grants Pass, Oregon v. Gloria Johnson* (2024) 144 S.Ct. 2202 (*Grants Pass*) that the "enforcement of generally applicable laws regulating camping on public property does not constitute 'cruel and unusual punishment' prohibited by the Eighth Amendment" and annulling prior court decisions that required shelter beds to be unavailable before camping bans could be enforced. In light of SCOTUS's decision in *Grants Pass*, staff is proposing an amendment to the City's camping ordinance that allows enforcement of the camping ordinance without regard to shelter bed status.

DISCUSSION:
As the homeless population of California continues to increase, the City of Winters has experienced more homeless encampments, especially on private and public property along the Putah Creek. Unfortunately, the conditions of these encampments often deteriorate, causing environmental harm and negative impacts to the public health, safety and welfare.

At the February 6, 2024 City Council regular meeting, the City Council held a discussion on the processes and programs for addressing the unhoused in the City, current City responses, and additional resources that may be employed in further addressing these challenges. During the meeting, members of the community addressed the Council with their concerns regarding the impacts of encampments on Putah Creek, Downtown businesses, and the health, safety and welfare of residents. Following comments from the public, the City Council expressed support for a proposed ordinance regulating encampments within the City limits to be brought back for consideration and potential adoption.

On April 2, 2024, City Council adopted Ordinance 2024-02 adding Chapter 9.24 to Title 9 of the Winters Municipal Code. As stated during the Council presentation and discussion of the ordinance, the ordinance was drafted with language to comply with then-current case law, specifically *Martin v. City of Boise* (9th Cir. 2019) 920 F.3d 584, 617 (*Boise*) and *Grants Pass*, which was being reviewed by SCOTUS. On June 28, 2024, SCOTUS reversed the Ninth Circuit Court of Appeal's decision and held that the "enforcement of generally applicable laws regulating camping on public property does not constitute 'cruel and unusual punishment' prohibited by the Eighth Amendment." In doing so, SCOTUS annulled *Boise*, which had held that as "'long as there is a greater number of homeless individuals in [a jurisdiction] than the number of available beds [in shelters],' the jurisdiction cannot prosecute homeless individuals for 'involuntarily sitting, lying, and sleeping in public.'" and a similar line of cases.

In light of SCOTUS's decision in *Grants Pass*, staff returned to Council on August 6, 2024, and presented Ordinance 2024-08 for first reading to amend the City's camping ordinance to allow enforcement of the camping ordinance on all City property and without regard to shelter bed status to streamline the enforcement process. Tonight is the second reading of Ordinance 2024-08 and Council may adopt the ordinance.

ENVIRONMENTAL ANALYSIS:

This Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

There are undetermined costs associated with staff time to implement and enforce the ordinance.

ATTACHMENT(S):

1. Ordinance 2024-08

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING SECTION 9.24.020 AND REPEALING SECTION 9.24.030 OF TITLE 9 OF THE CITY OF WINTERS MUNICIPAL CODE RELATED TO ENCAMPMENTS WITHIN THE CITY LIMITS

WHEREAS, the City Council of the City of Winters ("City") finds that the City has a legitimate and compelling interest in protecting the public health, welfare and safety of its residents, as well as preserving the same within the City and other public property; and

WHEREAS, on April 2, 2024, the City Council adopted Ordinance 2024-02 to add Chapter 9.24 to Title 9 of the Winters Municipal Code relating to encampments within the City; and

WHEREAS, the Supreme Court of the United States (SCOTUS) has since decided *City of Grants Pass, Oregon v. Gloria Johnson* (2024) 144 S.Ct. 2202 (*Grants Pass*) and held that the enforcement of applicable laws regulating camping on public property does not constitute cruel and unusual punishment prohibited by the Eighth Amendment; and

WHEREAS, SCOTUS, in Grants Pass, also abrogated *Martin v. City of Boise* (9th Cir. 2019) 920 F.3d 584, 617, which had prohibited enforcement of camping bans when shelter beds are available; and

WHEREAS, in light of SCOTUS's decision in *Grants Pass*, the City desires to amend its camping ordinance to allow enforcement of the camping ordinance without regard to shelter bed status.

THE CITY COUNCIL OF THE CITY OF WINTERS DOES ORDAIN AS FOLLOWS:

Section 1. Repeal. The above recitals are adopted as findings of the City Council in enacting this ordinance.

Section 2. Amendment. Section 9.24.020 of the Winters Municipal Code is hereby amended in its entirety as follows:

9.24.020. - Prohibition.

A. Camping on City Property Prohibited at All Times. It shall be unlawful at all times of the day for any person to camp or to place an encampment on any City property, including, but not limited to:

1. Inside any public building, inside any fully-fenced area attached to a public building, or within twenty-five feet (25') of any entrance or exit to a public building;

2. Within fifty feet (50') of any house or other permanent structure used as a residence;

3. Within one hundred feet (100') of the property line of any property used as a school, preschool, playground, daycare, or other licensed childcare facility;

4. City creeks and creek embankments within City limits;

5. Within one hundred feet (100') of critical infrastructure, including water wells, storm drain basins, and bridges;

6. Within a Very High Fire Severity Zone, as established in accordance with California Government Code §§ 51178 and 51179;

7. Within any public park, except as authorized under Chapter 12.12 of this Code;

8. Within any public highway, road, or street; and,

9. Within any public sidewalk, easement, or right of way, where the presence of the person or their property thereon hinders or obstructs the free passage, access, or movement of any persons, bicycles, or vehicles travelling or attempting to pass along the same right of way.

B. Camping on Private Property. It shall be unlawful for any person to camp or to place an encampment on any private property without first obtaining the written permission of the owner or other person(s) in lawful possession of the property.

Section 3. Amendment. Section 9.24.030 of the Winters Municipal Code is hereby repealed.

Section 4. Conflicting Laws. To the extent that there is any conflict between the provisions of this Ordinance and any provision of the Winters Municipal Code, an ordinance, or a resolution or policy, all such conflicting provisions shall be superseded by this Ordinance.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 7. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

INTRODUCED on the 6th day of August, 2024, and **PASSED AND ADOPTED** by the City Council of the City of Winters on this 3rd day of September, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WINTERS

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: September 3, 2024

THROUGH: Jeremy Craig, City Manager

FROM: Eric Lucero, Public Works Director of Operations and Maintenance

SUBJECT: Resolution No. 2024-59 approving the purchase of a replacement vehicle for the Public Works Water Division from Hanlees Davis Chevy in an amount not to exceed $75,000.

RECOMMENDATION:
Adopt Resolution No. 2024-59 authorizing the purchase of a 2024 Chevy 2500 Utility Truck for the Public Works Water Division from Hanlees Davis Chevy in an amount not to exceed $75,000.

BACKGROUND:
The City of Winters Public Works Department Water Division has a 2008 utility vehicle that needs to be replaced. This vehicle has been repaired multiple times in the past few years for various minor and significant cost items. At 14 years old, its condition has become unreliable, and it is not allowed to leave the City.

DISCUSSION:
Staff requested estimates from several dealerships to replace this vehicle and received five competitive quotes. Three quotes were from Ford dealerships, and two were from Chevy dealerships. After comparing the two vehicles, staff chose to go with the Chevy truck from Hanlees Davis Chevy.

The base price for a Ford F250 4X2 regular cab without outfitting extras or upgrades is noted below:

- Ron DuPratt Ford = $59,966 not including tax
- Folsom Ford = $57,986 not including tax
- Hoblit Ford = $56,595 not including tax

The base price for a Chevy 2500HD Silverado regular cab without outfitting extras or upgrades is noted below:

- Hanlees Davis Chevy = $58,185 not including tax
- Fairfield Chevrolet = $67,368

FISCAL IMPACT:

The Hanlees Davis Chevy's complete quote was $58,185.00, including upgrades to the service body and lumber rack, before taxes and fees are added.. $73,000 was budgeted in the FY 2024-25 budget in Fund 611-57612-630, the Water Vehicle Replacement account for this purchase. Any remaining amounts budgeted will be used by staff to add a logo and upfit the utility truck.

ATTACHMENT:

Attachment 1 – Resolution No. 2024-59
Attachment 2 – Ron Dupratt Ford quote
Attachment 3 – Folsom Ford quote
Attachment 4 – Hoblit Ford quote
Attachment 5 – Hanlees Davis Chevy quote
Attachment 6 – Fairfield Chevrolet quote

Resolution No. 2024-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE PURCHASE OF A 2024 CHEVY 2500 UTILITY TRUCK FOR THE PUBLIC WORKS WATER DIVISION FROM HANLEES DAVIS CHEVY IN AN AMOUNT NOT TO EXCEED $75,000

WHEREAS, the Water Division of the Public Works Department has a 2008 F350 utility truck which has reached the end of its useful life; and

WHEREAS, the vehicle is 16 years old and has become unreliable for daily operations and a high maintenance issue; and

WHEREAS, staff has budgeted $73,000 in the Fiscal Year 2024-25 fiscal budget to replace the vehicle; and

WHEREAS, staff has received quotes from five different dealerships with Hanlees Davis Chevy offering vehicle specifications that meet the City's needs and represents the best value.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that it approves the purchase of a 2024 Chevy 2500HD Silverado regular cab truck from Hanlees Davis Chevy in the amount of $58,185, with a total not-to-exceed amount of $73,000 to cover taxes and fees associated with the purchase.

DULY AND REGULARLY ADOPTED this 3rd day of September, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

VIN/Order#		Stock #:
1GB0WLE79RF431277	**$45,793.00** (chassis cost)	C20051
Additional Vehicle Information:	8' service body with rack, hitch & master lock system- **$12,392** (body cost)	

Body Style:	CC20903-LWB, 2WD, Reg Cab Pickup	
PEG:	1WT-Work Truck Preferred Equipment Group	
Primary Color:	GAZ-Summit White	
Trim:	H1T-1WT/1FL-Cloth, Jet Black, Interior Trim	
Engine:	L8T-Engine: 6.6L, V-8, SIDI	
Transmission:	MKM-10-Speed Automatic	
Options:	5N5 - Rear Camera Kit for ZW9 Box Delete or Chassis Cab (SEO) **9L7 - Upfitter / Accessory Electrical Switches** AQQ - Keyless Remote Entry	1WT - Work Truck Preferred Equipment Group 9J4 - Bumper: Rear Delete AKO - Glass, Deep Tinted

	B3P - Special Vehicle Sales	AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature
	C49 - Defogger, Rear Window, Electric	BG9 - Floor Covering: Rubberized Vinyl, Black
	DBG - Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator	C7A - GVW Rating 10,000 Lbs
	GAZ - Summit White	G80 - Auto Locking Differential, Rear
	H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim	GT4 - Rear Axle: 3.73 Ratio
	K34 - Cruise Control	IOR - Chevrolet Infotainment, 7" Color Screen
	KC4 - Cooler, Engine Oil	K47 - Heavy Duty Air Filter
	KW7 - Alternator, 170 AMP	KNP - Transmission Cooling System
	MKM - 10-Speed Automatic	L8T - Engine: 6.6L, V-8, SIDI
	PYN - Wheels: 17" Steel, Painted	PRF - 3 Years of Onstar Remote Access
	SFW - Back-Up Alarm Calibration (SEO)	QXT - Tires: LT265/70 R17 All Terrain, Blackwall
	UE1 - OnStar Communication System	TQ5 - Headlamps, Intellibeam
	UEU - Sensor, Forward Collision Alert	UE4 - Following Distance Indicator

	UKJ - Sensor, Front Pedestrian Braking	UHY - Automatic Emergency Braking
	V76 - Recovery Hooks	V46 - Bumper, Front, Chrome
	YF5 - California Emissions	VK3 - Front License Plate Mounting Provisions
	ZW9 - Delete: Pick-Up Box	YK6 - SEO Processing Option
		ZXT - Tire, Spare: LT265/70 R17 Blackwall

DuPratt Ford DIXON

Corporate Address:
1320 North First Street
Dixon, CA 95620

QUOTE

Good for 5 days

Customer

PO

Name CITY OF WINTERS
Address 318 1ST ST
City WINTERS State CA 95694
Phone ERIC

Date 7/12/2024
INVOICE #

QUANTITY	DESCRIPTION					TOTAL
1	**2023 FORD F-250 REGULAR CAB 4X2**		ROYAL SVC BODY			$ 59,996.00
1	DOC FEE					$ 85.00
1	SALES TAX 7.25%					$ 4,355.87
1	DMV ELECTRONIC FILING FEE					$ 33.00
1	CA TIRE FEE					$ 8.75
1	**2024 FORD F-250 SUPERCAB 4X2**		ROYAL SVC BODY			$ 66,988.00
1	DOC FEE					$ 85.00
1	SALES TAX 7.25%					$ 4,862.79
1	DMV ELECTRONIC FILING FEE					$ 33.00
1	CA TIRE FEE					$ 8.75
					TOTAL	

Comments: **PLEASE REMIT TO:**

MIKE ANGIUS, COMMERCIAL ACCOUNTS 707-693-6117 MIKE.ANGIUS@DUPRATTFORD.COM

$67,368 plus tax and fees

New 2024 Chevrolet Silverado 2500HD Work Truck - 2D Standard Cab



Stock Number: #240263

Exterior:	SUMMIT WHITE
Interior:	JET BLACK
Fuel:	Gas
Description:	Summit White 2024 Chevrolet Silverado 2500HD Work Truck RWD 10-Speed Automatic 6.6L V8 10-Speed Automatic, Black Cloth.
	Prices do not include government fees and taxes, any finance charges, any dealer document processing charge, any electronic filing charge and any emissions testing charge.
Price	$67,368

See more about this vehicle »

Preview Order 0722 - F2A 4x2 Reg Cab SRW: Order Summary Time of Preview: 07/22/2024 15:26:51 Receipt: NA

Dealership Name: Hoblit Motors **Sales Code :** F72436

Dealer Rep.	JACK ENGLISH	**Type**	Fleet	**Vehicle Line**	Superduty	**Order Code**	0722
Customer Name	City Of Winte	**Priority Code**	H3	**Model Year**	2024	**Price Level**	430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X2 STYLESIDE PICKUP/142	$44970	JOB #2 ORDER	$0
142 INCH WHEELBASE	$0	FRONT LICENSE PLATE BRACKET	$0
TOTAL BASE VEHICLE	$44970	9900# GVWR PACKAGE	$0
OXFORD WHITE	$0	50 STATE EMISSIONS	$0
CLOTH 40/20/40 SEAT	$100	UPFITTER SWITCHES	$165
MEDIUM DARK SLATE	$0	190AMP(GAS)/250AMP(6.7L) ALTR	$0
PREFERRED EQUIPMENT PKG.600A	$0	PRICE CONCESSION INDICATOR	$0
.XL TRIM	$0	REMARKS TRAILER	$0
.AIR CONDITIONING -- CFC FREE	$0	XL CHROME PACKAGE	$225
.AM/FM STEREO MP3/CLK	$0	.FOG LAMPS	$0
.6.8L DEVCT NA PFI V8 ENGINE	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
10-SPEED AUTO TORQSHIFT-G	$0	FUEL CHARGE	$0
.LT245/75R17E BSW ALL-SEASON	$0	PRICED DORA	$0
3.73 RATIO REGULAR AXLE	$0	ADVERTISING ASSESSMENT	$0
PICKUP BOX DELETE	$-625	DESTINATION & DELIVERY	$1995
.REAR VIEW CAMERA & PREP KIT	$0		

	MSRP
TOTAL BASE AND OPTIONS	$46830
DISCOUNTS	NA
TOTAL	$46830

ORDERING FIN: QM538 **END USER FIN:** QM538

INCENTIVES

Acc. Code ID :10 Contract/Ref # :11-200R Bid Date :07/17/23State : CA

HOBLIT PRICE
Scelzi Body w Rack

44995
12200

DISCOUNTS: $-600.00

56,595
+ FEES

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

FOLSOM LAKE FORD
THE FORD SOURCE
12755 FOLSOM BOULEVARD
FOLSOM, CA 95630 • (916) 353-2000

```
     F25H 4X2 STYLESIDE PICKUP/142
     2023 MODEL YEAR
Z1   OXFORD WHITE
AS   MEDIUM DARK SLATE VINYL
     PREFERRED EQUIPMENT PKG.600A
     .XL TRIM
572  .AIR CONDITIONING -- CFC FREE
     .AM/FM STEREO MP3/CLK
99A  .6.8L DEVCT NA PFI V8 ENGINE
44F  10-SPEED AUTO TORQSHIFT-G
TD8  .LT245/75R17E BSW ALL-SEASON
X37  3.73 RATIO REGULAR AXLE
     JOB #1 ORDER
153  FRONT LICENSE PLATE BRACKET
     10000# GVWR PACKAGE
425  50 STATE EMISSIONS
43C  120V/400W OUTLET
471  CAMPER PACKAGE
     JACK
66S  UPFITTER SWITCHES
67E  250 AMP ALTERNATOR
96V  XL CHROME PACKAGE
     .FOG LAMPS
     .BOXLINK
```

Description
Body Info:
- Model: SB-98-79-49-38-VO
- Serial Number: 042377631
- Key Number: W160
- Key Qty: 4.00
- Finish: Painted
- Color: Z1 - Oxford White
Chassis Info:
- VIN: 1FTBF2AAXPEC46707
SERVICE BODY 98 LONG, 79 WIDE, 49 FLOOR, 38
COMPARTMENT HEIGHT
1EA - ALL LIGHTS LED
1EA - MANUAL MASTER LOCK SYSTEM
6" DIAMOND PLATE STEP BUMPER POWDER COATED GRAY
1EA - RELOCATE FACTORY HITCH
1EA - 7 PRONG FLAT RV PLUG
1EA - RELOCATE FACTORY BACK-UP CAMERA
2" X 3" X 120 WALL FORKLIFT ACCESS POWDER COATED

NEW 2023 F250 REGULAR CAB

4X2,GAS WITH OPTIONS LISTED

8 FT SCELZI SERVICE BODY ,SEE SPECS

IN STOCK NOW,SUBJECT TO PRIOR SALE

PRICE:	57,986.00
DOC FEE :	85.00
TIRE FEE ETC...:	41.75
TAX :	4,210.15
DMV EXEMPT	
TOTAL DUE:	62,322.90

FOLSOM LAKE
Ford KIA
Rychard Rosada
Fleet and Commercial Account Manager

12755 FOLSOM BLVD
FOLSOM, CA 95630

916-353-2000 EXT. 364
Toll Free 916-351-4238
Cell (916) 397-5982
RychardRosada@FolsomLakeFord.com

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: September 3, 2024

FROM: Jeremy Craig, City Manager

SUBJECT: Street Closure Requests for Fall Events: September 20th Homecoming Rally, September 28th Festivál de la Comunidád, and October 25th and 26th Harvest Festival

RECOMMENDATION:
By motion, approve the street closures for the fall events: the September 20th Homecoming Rally, the September 28th Festivál de la Comunidád, and the October 25th and 26th Harvest Festival.

BACKGROUND:
The City has a vibrant downtown that is utilized periodically for events that require limited street closures. When those closures impact downtown streets, they are brought before the City Council for their review and approval. The three fall events requesting street closures have been annual events for multiple years.

DISCUSSION:

September 20th WJUSD Homecoming Rally - The event includes approximately 400 students leaving the high school and walking to the event location for a sound-off from each high school class once the rally starts. The event coordinators would like to maintain the rally's location at First and Main as in years past. The request is to close Main St. and First St. on September 20, 2024, from 9:00 a.m. to 1:00 p.m. K-rail water barriers will be used for student protection, and WJUSD will have an identifiable adult onsite at the rally location throughout the duration to help monitor students and address any emergency needs as necessary.

September 28th Festivál de la Comunidád - Winters Community Corazón (WCC) and the City's Hispanic Advisory Committee are co-sponsoring the Festivál de la Comunidád on September 28, 2024, known as the Carnitas Festival. Like past years, organizers would like to close a section of E. Main Street between Steady Eddy's and Rotary Park driveways to accommodate various vendors. The section would be delineated with water barricades on either end. Railroad avenue will remain open. Both driveway entrances would remain open so traffic can circulate in and out of parking lots. The closure would be set at 2 p.m. on Saturday, September 28, and lifted around 11 p.m.

Winters Downtown Business Association Harvest Festival (October 25th & 26th)—This two-day festival celebrates the end of harvest with music, food, and vendors. The closures will begin at 2:30 p.m. on Friday, October 25th, when Main St/First St/to Main St./Railroad Ave. will be closed. That closure will continue until 4:30 p.m. on Saturday, the 26th, and include additional street closures from Main St./Railroad Ave. to Second St./Main St. and E. Main St. to Elliott St., including the intersection of Main St./Railroad Ave. from 6:00 a.m. to 4:30 p.m.

The city's Special Events Committee, which includes the City Manager, Chief of Police, Fire Chief, and Public Works Operations and Maintenance Director, have reviewed the applications for consistency with the prior year and proper safety precautions and approved them.

FISCAL IMPACT:
There is no fiscal impact to the City outside of administrative time to review the applications and bring to City Council for approval.

ATTACHMENT:
Attachment 1 – Street Closure Request WJUSD Homecoming Rally
Attachment 2 – Street Closure Request Festivál de la Comunidád
Attachment 3 – Street Closure Request Harvest Festival

CITY OF WINTERS
california
Est. 1875

City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. If amplified sound will be used during this event, an additional permit is required. If this event includes a parade, a parade permit application is also required.

A request to close streets shall be filed with the Police and Public Works Department at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without council approval:

1. Main Street
2. Railroad Ave
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: Michael Goodson	Organization: Winters High School
Address: 909 Grant Avenue	Mailing Address: 909 Grant Avenue
Telephone:	Today's Date: 8/20/24
Streets Requested: Main St. and First St.	
Date of Street Closure: 9/20/24	Time of Street Closure: 9:00 AM
Description of Activity: Winters High School Downtown Spirit Rally	
Services Requested of City:	

The undersigned, as the representative for the organization listed, agrees to take full responsibility for use of City premises and all individuals/parties/organizations participating in this event will hold the City of Winters, its employees, agents, volunteers and any other person, firm or corporation charged or chargeable with responsibility or liability, free and harmless from any and all claims, demands, damages, costs, expenses, loss of service, action and causes of action by any person or persons, for injuries to persons or loss or damages to property occasioned by or in connection with the use of the facilities, equipment or premises caused by any source whatsoever. I understand that it is unlawful to conduct any activity in violation of the permit provisions and may cause this reservation or the activity/event to be canceled at any time.

Signature: Rody Boonchouy
Rody Boonchouy (Aug 20, 2024 16:29 PDT)

Date: 8/20/24

CITY OF WINTERS
california
Est. 1875

APPROVED:	*City Council:* _____	*Date Approved:* _____
	Public Works: _____	*City Manager:* _____
	Police Dept: _____	*Fire Dept:* _____

City of Winters Request for Street Closure

Please provide a listing of the names and signatures of people living on the street(s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

48 Main St.
44 Main St.
38 Main St.
34 Main St.
30 Main St.
31 Main St.
33 Main St.
35 Main St.
37 Main St.
41 Main St.
43 Main St.
101 Main St.
107 Main St.
111 Main St.
113 Main St.
115 Main St.
119 Main St.
116 Main St.
118 Main St.
114 Main St.
112 Main St.
110 Main St.
108 Main St.
106 Main St.
102 Main St.
100 Main St.
208 1st St.



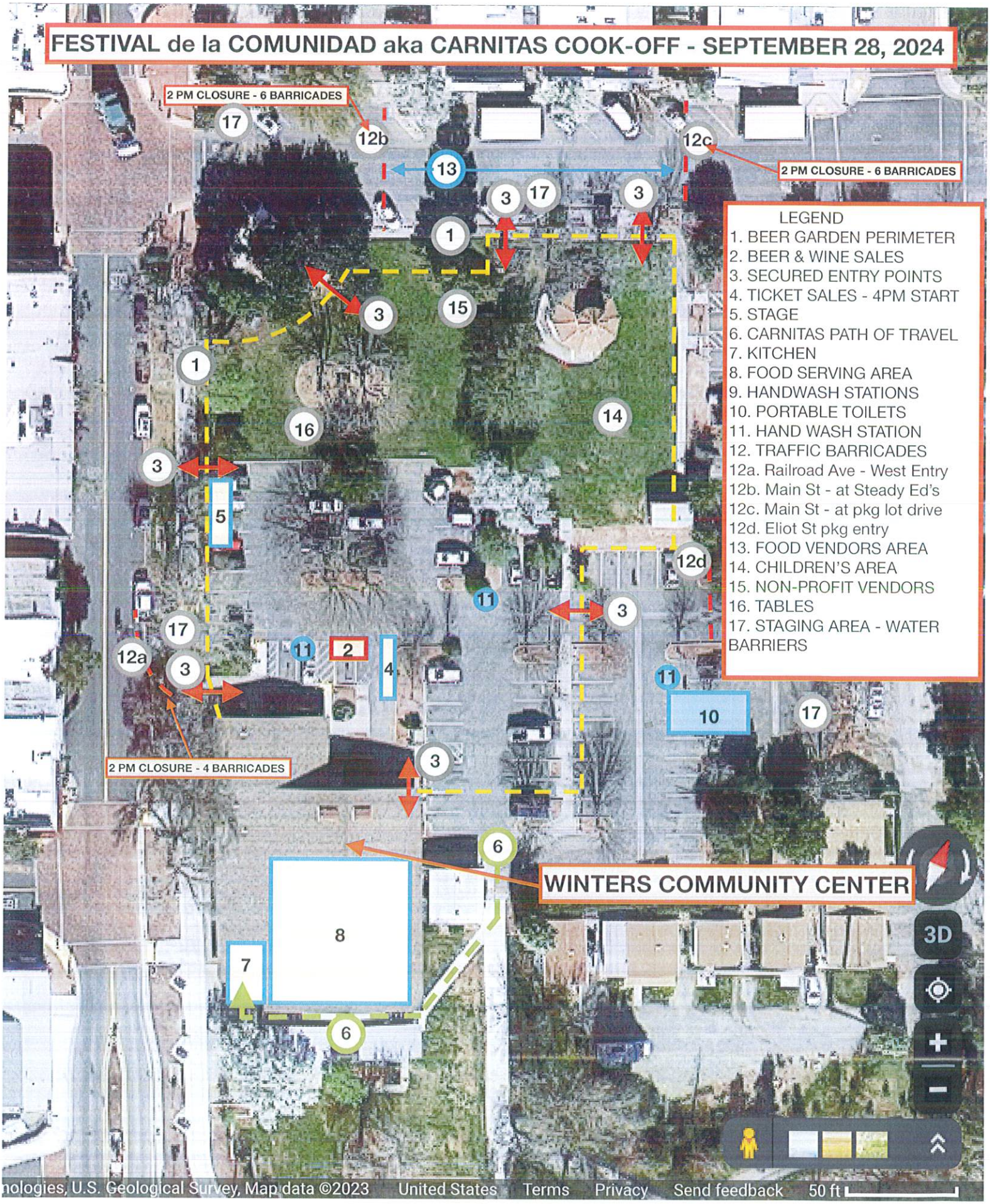
Event Notice
Winters High School Downtown Rally

Date: Friday, 9/20/24
Time: 12:15pm - 1:25pm
Location: Intersection of Main and 1st Streets

Hello Neighbors!

Winters High School ASB will be hosting our annual downtown rally on Friday, September 20th at 12:15 pm on the intersection of Main and 1st street! This time-honored tradition allows for our school to connect with our local community and celebrate our hometown roots. During our rally we will be playing music, hosting spirit games and skits, and bolstering school spirit. We look forward to the event; if you have any questions or concerns please contact our Activities Director or Principal.

Activities Director: Michael Goodson, mgoodson@wintersjusd.org, 707-301-8202
Principal: Justin Young, jyoung@wintersjusd.org, 949-636-7146


FESTIVAL de la COMUNIDAD aka CARNITAS COOK-OFF - SEPTEMBER 28, 2024
2 PM CLOSURE - 6 BARRICADES
2 PM CLOSURE - 6 BARRICADES
2 PM CLOSURE - 4 BARRICADES
WINTERS COMMUNITY CENTER
LEGEND
1. BEER GARDEN PERIMETER
2. BEER & WINE SALES
3. SECURED ENTRY POINTS
4. TICKET SALES - 4PM START
5. STAGE
6. CARNITAS PATH OF TRAVEL
7. KITCHEN
8. FOOD SERVING AREA
9. HANDWASH STATIONS
10. PORTABLE TOILETS
11. HAND WASH STATION
12. TRAFFIC BARRICADES
12a. Railroad Ave - West Entry
12b. Main St - at Steady Ed's
12c. Main St - at pkg lot drive
12d. Eliot St pkg entry
13. FOOD VENDORS AREA
14. CHILDREN'S AREA
15. NON-PROFIT VENDORS
16. TABLES
17. STAGING AREA - WATER BARRIERS
3D
United States
Terms
Privacy
Send feedback
50 ft

CITY OF WINTERS

Est. 1875

City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. If amplified sound will be used during this event, an additional permit is required. If this event includes a parade, a parade permit application is also required.

A request to close streets shall be filed with the Police and Public Works Department at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without council approval:

1. Main Street
2. Railroad Ave
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: Delaney Holden	Organization: Holden Events
Address: 633 Chateau Way, Vacaville, CA 95687	Mailing Address:
Telephone: 7075146314	Today's Date: July 25, 2024
Streets Requested: Railroad Ave/Main St. to 1st Street/Main St.	
Date of Street Closure: October 25, 2024	Time of Street Closure: 2:30pm-10:30pm
Description of Activity: Downtown Winters final Fourth Friday celebration of the year. Harvest Fest will take place from 5-10pm. We will have a fashion show from Winters Collective, kids activities, food trucks, sweets vendors, and live music.	
Services Requested of City:	

The undersigned, as the representative for the organization listed, agrees to take full responsibility for use of City premises and all individuals/parties/organizations participating in this event will hold the City of Winters, its employees, agents, volunteers and any other person, firm or corporation charged or chargeable with responsibility or liability, free and harmless from any and all claims, demands, damages, costs, expenses, loss of service, action and causes of action by any person or persons, for injuries to persons or loss or damages to property occasioned by or in connection with the use of the facilities, equipment or premises caused by any source whatsoever. I understand that it is unlawful to conduct any activity in violation of the permit provisions and may cause this reservation or the activity/event to be canceled at any time.



July 25, 2024

Signature Date

To Whom It May Concern,

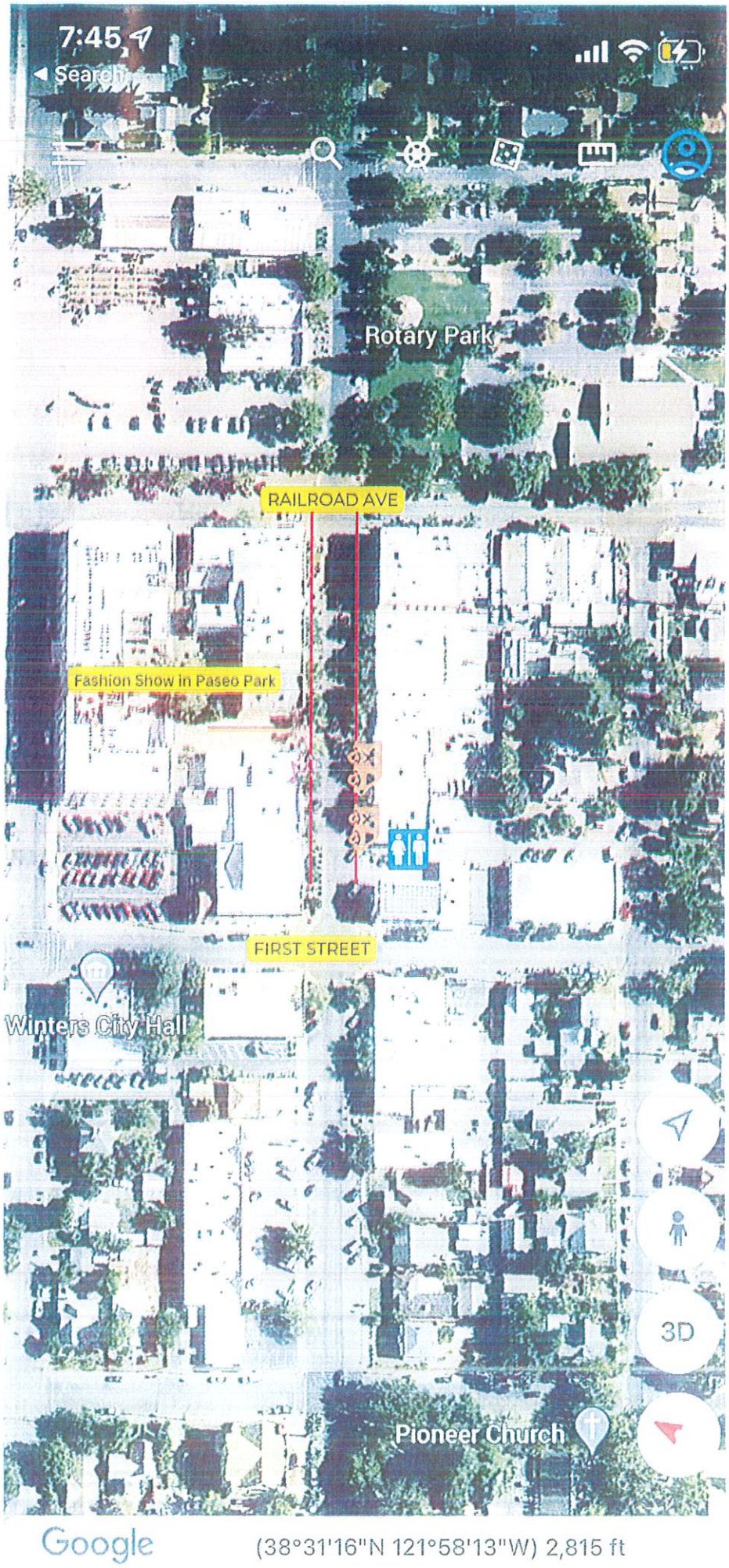
This letter is to inform you of amplified sound in your area from October 25, 2024 from 5:00pm-10:00pm and October 26, 2024 from 10:00am-3:00pm. This will be for Downtown Winters Harvest Fest. We hope to celebrate as a community, so please feel free to join us for all the fun. If you have any questions please feel free to reach out to Delaney via email at delaney@holdenevents.com or call (707)514-6314

This letter is to inform you of upcoming street closures on Main Street. On October 25th from 2:30pm-6:00am, Main St./Railroad Ave. to First St./Main St. will be ***closed*** due to a special event. The closure will continue October 26th from Main St./Railroad Ave. to Second St/Main St. and E Main St.to Elliott St. including the intersection of Main St./Railroad Ave. The road will remain closed until 4:30pm on October 26th. This weekend is the last Fourth Friday weekend for the season in Downtown Winters. We hope to celebrate as a community with outdoor dining and a small business vendor market to follow the next day. Please make sure all cars are clear of the street before the closure occurs. If you have any questions please feel free to reach out to Delaney via email at delaney@holdenevents.com or call (707)514-6314

Thank you,
Delaney Holden
Owner & Head Planner of Holden Events

Commercial & Residence Contacts

1 Main St, Winter: Emarie	Putah Creek Cafe (530)795-2682	*commercial*
2 Main St, Winter Emarie	Buckhorn Steakho (530)795-4503	*commercial*
9 Main St, Winter Lacy/Amber	Farmers Closet	*commercial*
11 Main St, Winte Teddy Rojas	Kona Ice	*commercial*
15 Main St, Winte Corrine	Berryessa Gap	*commercial*
21 Main St, Winte Dillon	Bella Boutique	*commercial*
19 Main St, Winters, CA 95694	Serendipity Hair Salon	*commercial*
23 Main St, Winters, CA 95694	Yolo Pharmacy	*commercial*
35 Main St, Winte Gino	ACE Hardware	*commercial*
41 E Main St, Win Meka	Winters Collective	*commercial*
43 Main St, Winters, CA 95694	El Pueblo Meat Market	*commercial*
2 E Main St, Wint Emarie	De Vilbiss Room	*commercial*
106 Main St, Wint Eric	R&V Screen Printing	*commercial*
44 Main St, Winters CA 95694	Tienda Delicious	*commercial*
48 Main St, Winte Jack	First Northern Bank	*commercial*
111 Main St Suite B, Winters, CA 95(	Sutter Medical	*commercial*
108 Main St, Wint Chuck	Pizza Factory	*commercial*
36 Main St, Winters, CA 95694	La Bodega	*commercial*
104 Main St, Winters, CA 95694	Ocean Restaurant	*commercial*
26 Main St, Winters, CA 95694	Ireland Agency	*commercial*
47 Main St, Winte Adry	Adry's Fiesta Boutique	*commercial*
113 Main St, Winters, CA 95694	Anytime Fitness	*commercial*
108 Main St, Suite Carla	Steady Eddys Roasting Room	*commercial*
30 Main St, Winters, CA 95694	Barber	*commercial*
100 Main St, Winters, CA 95694	Classic Cuts	*commercial*
107 Main St, Winters, CA 95687	?? real estate	*residential*
110 Main St, Winters, CA 95694	housing	*residential*
112 Main St, Winters, CA 95694	housing	*residential*
114 Main St, Winters, CA 95694	housing	*residential*
116 Main St, Winters CA 95694	housing	*residential*
118 Main St, Winters CA 95694	housing	*residential*
5 E Main St, Winters CA 95694	Steady Eddys	*commercial*
7 E Main St, Winters CA 95694	[illegible]	[illegible]
9 E Main St, Winters CA 95694	Hoobly's Breakfast	*commercial*
7 E Main St, Winters CA 95694	[illegible]	*commercial*


7:45
Search
Rotary Park
RAILROAD AVE
Fashion Show in Paseo Park
FIRST STREET
Winters City Hall
3D
Pioneer Church
Google
(38°31'16"N 121°58'13"W) 2,815 ft

CITY OF WINTERS
california
Est. 1875

City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. If amplified sound will be used during this event, an additional permit is required. If this event includes a parade, a parade permit application is also required.

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Name: Delaney Holden	Organization: Holden Events
Address: 633 Chateau Way, Vacaville, CA 95687	Mailing Address:
Telephone: 7075146314	Today's Date: July 25, 2024
Streets Requested: Elliot/E Main St. to 2nd Street/Main St. including the intersection at Railroad and Main (for 10-3pm event) Railroad Ave/Main St. to 1st Street/Main St (for 6-9pm event)	
Date of Street Closure: October 26, 2024	Time of Street Closure: (10-3pm event)-6am-4:30pm (6-9pm event)-4:30pm-9:30pm
Description of Activity: Downtown Winters final Fourth Friday celebration of the year. Saturday Harvest Fest will have a 100+ vendor market, food trucks and live music from 10-3pm. Then a line dance/country band and mini car show from 6-9pm with a smaller closure from Railroad/Main to 1st St./Main.	
Services Requested of City:	

The undersigned, as the representative for the organization listed, agrees to take full responsibility for use of City premises and all individuals/parties/organizations participating in this event will hold the City of Winters, its employees, agents, volunteers and any other person, firm or corporation charged or chargeable with responsibility or liability, free and harmless from any and all claims, demands, damages, costs, expenses, loss of service, action and causes of action by any person or persons, for injuries to persons or loss or damages to property occasioned by or in connection with the use of the facilities, equipment or premises caused by any source whatsoever. I understand that it is unlawful to conduct any activity in violation of the permit provisions and may cause this reservation or the activity/event to be canceled at any time.



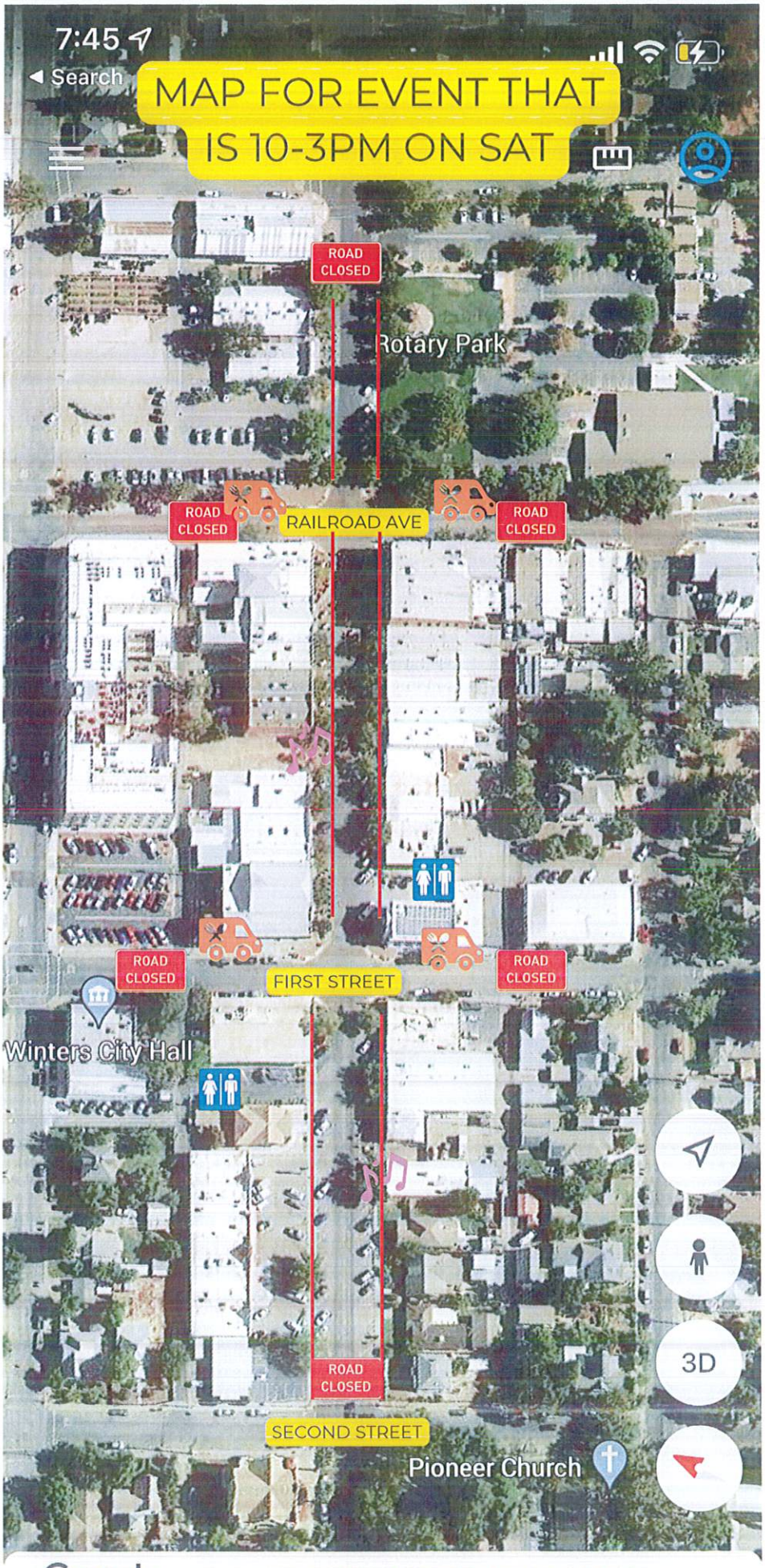
Signature

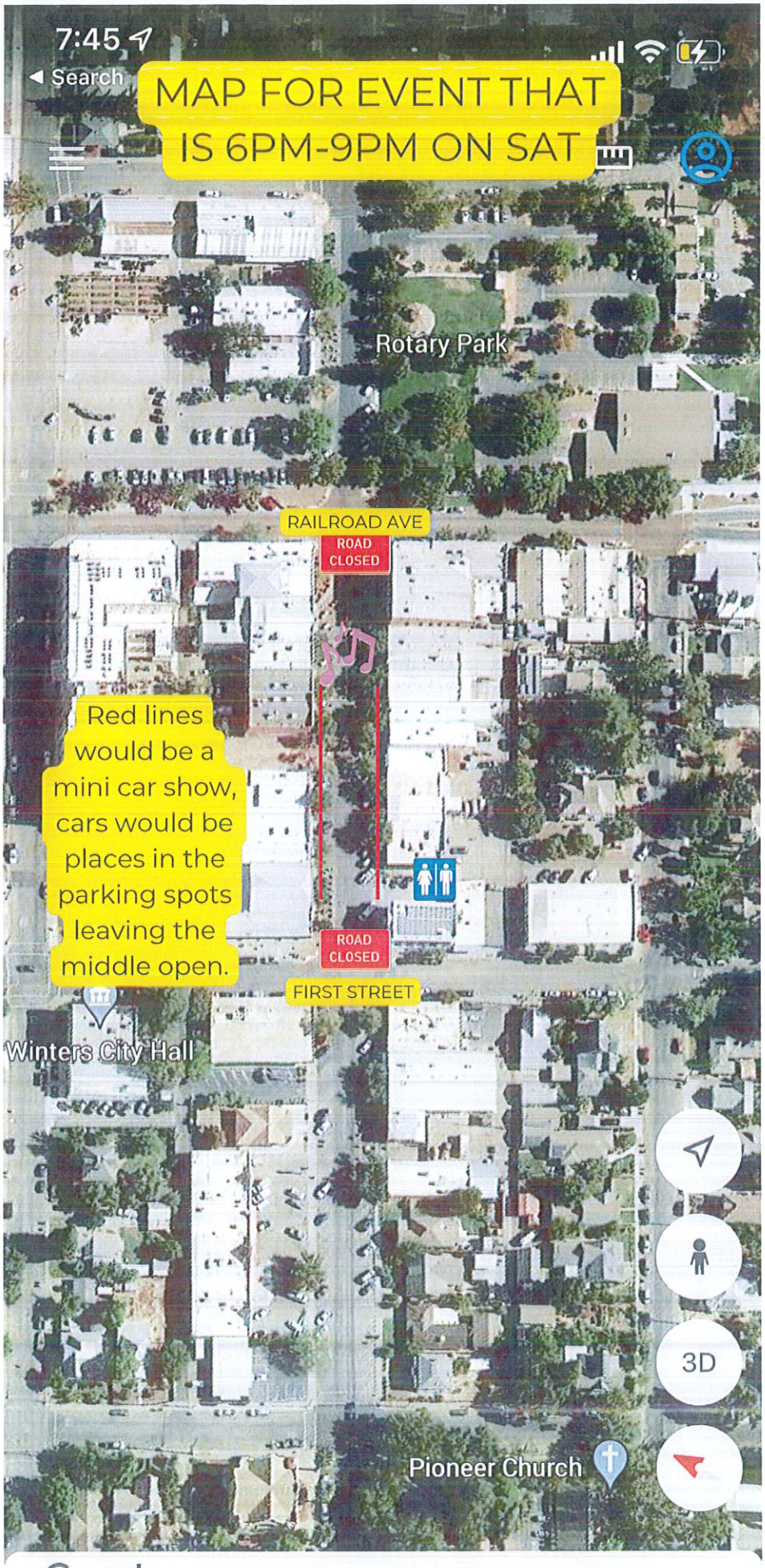
July 25, 2024

Date

Commercial & Residence Contacts

1 Main St Winter Emarie	Putah Creek Cafe (530)795-2682	*commercial*
2 Main St. Winter Emarie	Buckhorn Steakho (530)795-4563	*commercial*
9 Main St. Winter Lacy/Amber	Farmers Closet	*commercial*
11 Main St. Winte Teddy Rojas	Kona Ice	*commercial*
15 Main St. Winte Corrine	Berryessa Gap	*commercial*
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19 Main St. Winters. CA 95694	Serendipity Hair Salon	*commercial*
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41 E Main St. Win Meka	Winters Collective	*commercial*
43 Main St. Winters. CA 95694	El Pueblo Meat Market	*commercial*
2 E Main St. Wint Emarie	De Vilbiss Room	*commercial*
106 Main St. Wint Eric	R&V Screen Printing	*commercial*
44 Main St. Winters CA 95694	Tienda Delicious	*commercial*
48 Main St. Winte Jack	First Northern Bank	*commercial*
111 Main St Suite B. Winters. CA 95(	Sutter Medical	*commercial*
108 Main St. Wint Chuck	Pizza Factory	*commercial*
36 Main St. Winters. CA 95694	La Bodega	*commercial*
104 Main St. Winters CA 95694	Ocean Restaurant	*commercial*
26 Main St. Winters. CA 95694	Ireland Agency	*commercial*
47 Main St. Winte Adry	Adry's Fiesta Boutique	*commercial*
113 Main St. Winters. CA 95694	Anytime Fitness	*commercial*
106 Main St. Suite Carla	Steady Eddys Roasting Room	*commercial*
30 Main St. Winters. CA 95694	Barber	*commercial*
100 Main St. Winters. CA 95694	Classic Cuts	*commercial*
107 Main St. Winters. CA 95687	?? real estate	*residential*
110 Main St. Winters. CA 95694	housing	*residential*
112 Main St. Winters. CA 95694	housing	*residential*
114 Main St. Winters. CA 95694	housing	*residential*
116 Main St. Winters CA 95694	housing	*residential*
118 Main St. Winters CA 95694	housing	*residential*
5 E Main St. Winters CA 95694	Steady Eddy	*commercial*
7 E Main St. Winters CA 95694	Chamber of Commerce	*commercial*
9 E Main St. Winters CA 9569(	Hobbes Printing	*commercial*
7 E Main St. Winters CA 9569(	Woodcraft Supply Distributor	*commercial*


7:45
Search
MAP FOR EVENT THAT IS 10-3PM ON SAT
ROAD CLOSED
Rotary Park
ROAD CLOSED
RAILROAD AVE
ROAD CLOSED
ROAD CLOSED
FIRST STREET
ROAD CLOSED
Winters City Hall
ROAD CLOSED
SECOND STREET
Pioneer Church
3D
Google
(38°31'16"N 121°58'13"W) 2,815 ft


7:45
Search
MAP FOR EVENT THAT IS 6PM-9PM ON SAT
Rotary Park
RAILROAD AVE
ROAD CLOSED
Red lines would be a mini car show, cars would be places in the parking spots leaving the middle open.
ROAD CLOSED
FIRST STREET
Winters City Hall
3D
Pioneer Church
Google
(38°31'16"N 121°58'13"W) 2,815 ft

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	September 3, 2024
THROUGH:	Jeremy Craig, City Manager
FROM:	City Attorney's Office
SUBJECT:	Resolution 2024-61 Approving and Authorizing the City Manager to Execute the Revised Second Amendment to Ground Lease Agreement with Sacramento Valley Limited Partnership d/b/a Verizon Wireless and First Amendment to Annex Parcel Lease Agreement with American Tower Delaware Corporation

---

RECOMMENDATION:
Staff recommends that the City Council approve Resolution 2024-61 Approving and Authorizing the City Manager to Execute the Revised Second Amendment to Ground Lease Agreement with Sacramento Valley Limited Partnership d/b/a Verizon Wireless and First Amendment to Annex Parcel Lease Agreement with American Tower Delaware Corporation.

BACKGROUND:
The City has two cell tower leases that American Tower Delaware Corporation (American Tower) manages, in which the City leases its property at 201 East Street for the installation of cell tower equipment.

Ground Lease Agreement
Original Agreement
The City entered into a Ground Lease Agreement with Sacramento Valley Limited Partnership (SVLP) on June 27, 1994. SVLP leased a 40'x40' parcel from the City to install a cell tower communications facility. The original term was from June 1, 1994 to

May 31, 2004. SVLP was granted an option to extend the lease by two additional five-year periods (i.e., June 1, 2004 to May 31, 2009 and June 1, 2010 to May 31, 2014). The initial annual rent was $12,000 with annual inflationary adjustments.

First Amendment to Ground Lease Agreement
The City entered into the First Amendment to the Ground Lease Agreement with SVLP on July 8, 2008 to extend, at SVLP's option, the term of the Ground Lease Agreement, commencing June 1, 2014, for four additional five-year periods (i.e., June 1, 2014 to May 31, 2019; June 1, 2019 – May 31, 2024; June 1, 2024 to May 31, 2029; and, June 1, 2029 to May 31, 2034).

Second Amendment to Ground Lease Agreement
On May 15, 2018, the City Council considered a Second Amendment to the Ground Lease Amendment, which was not approved. In October 2020, American Tower expressed interest in extending the lease agreement to 2064. American Tower explained its rationale for negotiating extending the term now even though the existing term does not expire for at least another ten years. When the leases approach the 20-year mark, American Tower wants to extend leases so that the cell phone companies know the site is secured for an extended period of time. The term of the lease is a big factor in when/how/where the carriers site their infrastructure.

However, under Government Code section 37380, a lease of City property cannot exceed 55 years. (After 55 years, the City would need to enter into a new lease.) To address this cap, the proposed extension is for three additional five-year periods (i.e., June 1, 2034 – May 31, 2039; June 1, 2039 to May 31, 2044; and, June 1, 2044 to May 31, 2049), with the final expiration of the Ground Lease Agreement on May 31, 2049.

On September 19, 2023, the City Council approved the Second Amendment to Ground Lease Agreement with SVLP d/b/a Verizon Wireless and First Amendment to Annex Parcel Lease Agreement with American Tower Delaware Corporation (collectively referred to as the "Amendments"). Subsequent to the September 19, 2023 City Council approval of the Amendments but before the Amendments were fully executed by the parties, a representative for SVLP d/b/a Verizon Wireless and American Tower Delaware Corporation ("Lessee Parties") informed the City's legal counsel that they, the Lessee Parties, discovered an error on their part in the exhibits that were included in the Amendments submitted to the City for approval and execution. Resolution of the error in the exhibits took a considerable amount of time. Due to the extended length of time to resolve the issues involving the exhibits with the Lessee Parties, SVLP d/b/a Verizon Wireless has increased the one-time payment to Twenty Thousand Dollars ($20,000). The key changes in the Amendments are the increase in the one-time payment to the City and the replacement of the exhibits to provide the revised legal descriptions of the City property and the leased property. With the exception of the on-time payment amount and the revised legal descriptions exhibits, the other key provisions outlined in this report remain the same.

Key Provisions of this Second Amendment to the Ground Lease Agreement include:

- Lease extension through May 31, 2049.
- Expanding the lease area to include an additional 525 square feet.
- One-Time payment of $20,000 by SVLP to City towards costs to negotiate the Second Amendment to the Ground Lease Agreement.
- 10% revenue share to the City, of any rents received by SVLP and American Tower for new collocators or tenants using the cell tower. (T-Mobile and Verizon currently occupy the cell tower, and the parties intend for the revenue sharing to begin with the collocation of new collocators, including AT&T.
- Authorization by SVLP to the City to install a Ruckus ZoneFlex P300 Point-to-Point with a 36" disk array (or similar device subject to Lessee's written consent) on the cell tower to extend City's Supervisory Control and Data Acquisition (SCADA) services to water wells and sewer lift.
- First rights of refusal to SVLP if the City sells the leased property.
- Additional Landlord representations and warranties.
- Updated exhibits to update the property description to include the additional 525 square feet and surveying that American Tower had prepared.

First Amendment to Annex Parcel Lease Agreement

American Tower subleases from SVLP a portion of the property identified in the ground lease agreement. On September 8, 2006, the City entered into a lease with American Tower to lease property adjacent to property identified in the ground lease agreement. The original term ran through May 31, 2009. American Tower was granted an option to extend the lease by five additional five-year periods (i.e., June 1, 2009 to May 31, 2014; June 1, 2014 to May 31, 2019; June 1, 2019 to May 31, 2024; June 1, 2024 to May 31, 2029; and, June 1, 2029 to May 31, 2034). This proposed lease amendment would extend this lease through May 31, 2049 to align with the lease extensions in the ground lease agreement.

Key Provisions of this First Amendment to the Annex Parcel Lease Agreement include:

- Lease extension through May 31, 2049.
- First rights of refusal to American Tower first rights of refusal if the City sells the leased property.
- Additional Landlord representations and warranties.
- Updated exhibits to update the property description to include surveying that American Tower had prepared.

FISCAL IMPACT:

There is a $20,000 signing bonus available to the City.

ATTACHMENT

1. Resolution No. 2024-61

RESOLUTION NO. 2024 - 61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVISED SECOND AMENDMENT TO GROUND LEASE AGREEMENT WITH SACRAMENTO VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS AND FIRST AMENDMENT TO ANNEX PARCEL LEASE AGREEMENT WITH AMERICAN TOWER DELAWARE CORPORATION

WHEREAS, the City of Winters ("City") entered into a ground lease agreement with Sacramento Valley Limited Partnership ("SVLP") on June 27, 1994 to authorize SVLP to lease City-owned property located at 201 East Street for the installation of cell tower equipment through May 31, 2014 ("Ground Lease Agreement"); and

WHEREAS, the First Amendment to Ground Lease Agreement with SVLP d/b/a Verizon Wireless was entered into on July 8, 2008 to extend the lease, at SVLP's option, for four additional five-year periods, through May 31, 2034; and

WHEREAS, American Tower Delaware Corporation manages the Ground Lease Agreement on behalf of SVLP; and

WHEREAS, the City entered into an Annex Parcel Lease Agreement with American Tower Delaware Corporation on September 8, 2006 to lease City-owned property located at 201 East Street for the installation of cell tower equipment; and

WHEREAS, the City, SVLP, and American Tower Delaware Corporation desire to extend both the Ground Lease Agreement and Annex Parcel Lease Agreement through May 31, 2049; and

WHEREAS, on September 19, 2023, the City Council approved the Second Amendment to Ground Lease Agreement with SVLP d/b/a Verizon Wireless and First Amendment to Annex Parcel Lease Agreement with American Tower Delaware Corporation (collectively referred to as the "Amendments"); and

WHEREAS, subsequent to the September 19, 2023 City Council approval but before the Amendments were fully executed by the parties, a representative for SVLP d/b/a Verizon Wireless and American Tower Delaware Corporation ("Lessee Parties") informed the City's legal counsel that they, the Lessee Parties, discovered an error on their part in the exhibits that were included in the Amendments submitted to the City for approval and execution; and

WHEREAS, after a considerable amount of time, the errors in and issues involving the exhibits has finally been resolved; and

WHEREAS, due to the extended length of time to resolve the issues involving the exhibits with the Lessee Parties, SVLP d/b/a Verizon Wireless has increased the one-time payment to Twenty Thousand Dollars ($20,000) and the City, SVLP, and American Tower

Delaware Corporation now desire to enter into the Amendments with the revised payment terms and exhibits.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters approves and authorizes the City Manager to execute the revised Second Amendment to Ground Lease Agreement with SVLP d/b/a Verizon Wireless with the increase to the one-time payment term and First Amendment to Annex Parcel Lease Agreement with American Tower Delaware Corporation, with revised exhibits to the Amendments, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 3rd day of September 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Bill Biasi, Mayor

ATTEST:

_____

Jeremy Craig, City Clerk

FIRST AMENDMENT TO ANNEX PARCEL LEASE AGREEMENT

This First Amendment to Annex Parcel Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **the City of Winters, a municipal corporation** ("***Landlord***") and **American Tower Delaware Corporation, a Delaware corporation** ("***Tenant***") (Landlord and Tenant are collectively referred to herein as the "***Parties***" and individually as a "**Party**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord and Sacramento Valley Limited Partnership (the ***"Primary Parcel Lessee"***) entered in to that certain Ground Lease Agreement dated June 27, 1994 ("***Primary Lease***") (as amended by that certain First Amendment to Ground Lease Agreement dated July 8, 2008 ("***First Amendment***"), collectively, the "***Primary Parcel Lease***", pursuant to which the Primary Parcel Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Primary Parcel Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Primary Parcel***", which is the sum of the Lease Area and the Expansion Area as referenced in **Exhibit B**); and

WHEREAS, Tenant and the Primary Parcel Lessee entered into that certain Sublease Agreement (the "***Sublease***") dated January 19, 2000, as the same may have been amended, whereby Primary Parcel Lessee subleased to Tenant a portion of the Primary Parcel Area and said easements from the Primary Parcel Lessee; and

WHEREAS, Landlord and Tenant entered into that certain Annex Parcel Lease Agreement dated September 8, 2006 (the "***Lease***"), pursuant to which Tenant leases a portion of the Parent Parcel adjacent to the Primary Parcel and is the beneficiary of certain easements for access and public utilities (collectively, the "***Annex Parcel"*** or ***"Leased Premises***"). The Annex Parcel is described in **Exhibit C**; and

WHEREAS, the Parties desire to amend the terms of the Lease and extend the term thereof as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended**. Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree to extend the term of this Lease concurrently with any extension of the Primary Parcel Lease term (each such extension a "***Renewal Term***" and, collectively, the "***Renewal Terms***"). Commencing on June 1, 2034, the Primary Parcel Lease term shall automatically be extended on the terms and conditions specified in the Primary Parcel Lease for three (3) additional five (5) year terms unless the Primary Parcel Lessee terminates the Primary Parcel Lease at the end of the then current term by giving Landlord and Primary Parcel Lessor City written notice of Primary Parcel Lessee's intent to terminate at least ninety (90) days prior to the end of the then current Primary Parcel Lease term. Assuming the exercise by Primary Parcel Lessee of all renewal terms, the final expiration date of the Primary Parcel Lease will be May 31, 2049. Notwithstanding anything to the contrary contained in the Lease, all Renewal Terms shall go into effect automatically upon the extension of the Primary Parcel Lease term unless Tenant notifies Landlord that Tenant elects not to renew the Lease prior to the commencement of the next Renewal Term. The Landlord hereby agrees to execute, record and return to Tenant a copy of the recorded Memorandum of Amendment to Lease in the form and of the substance attached hereto as **Exhibit D** and by this reference made a part hereof (the "***Memorandum***") executed

by the Parties.

2. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

3. **Right of First Refusal**. The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure, a "**Third Party Competitor**") or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, shall be referred to as the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election no later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries. Notwithstanding anything to the contrary contained herein, this Lease shall be subject to the Surplus Lands Act (Cal. Gov. Code, § 54220) in effect at the time of the exercise of the right of first refusal.

4. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any other governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Annex Parcel and the Parent Parcel; and (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Annex Parcel or the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.

5. **Exhibit.** Exhibits A, B, C, and D of the Lease are hereby deleted and replaced with the Exhibits A, B and C attached to this Amendment and incorporated herein by reference.

6. **Description and Lease of Annex Parcel**. Section 2 of the Lease is hereby amended in its entirety to read as follows:

"**2. Description and Lease of Annex Parcel.** Landlord hereby leases to Tenant that portion of the Parent Parcel as described in Exhibit C, attached hereto and incorporated herein. Landlord also hereby grants to Tenant and its sublessees, for the term of this Lease, irrevocable, exclusive and unconditional rights-of-way and appurtenant easements over, upon, under and across the Parent Parcel, or any of Landlord's other contiguous property, for ingress, egress, regress and the installation and maintenance of utilities, if requested by Tenant (collectively, "***Easements***") as described in Exhibit C (the Annex Parcel and Easement hereafter collectively known as the "***Annex Parcel***"). Tenant shall have the right, but not the obligation, to improve the Easements. Landlord and Tenant hereby agree that after completion of a survey of the Annex Parcel, including the easements (and an as-built survey, if desired by Tenant), the legal descriptions based upon such as-built survey shall be inserted into and become part of Exhibit C, and shall constitute the legal description of the Annex Parcel. Landlord agrees to fully cooperate with and assist Tenant in any way in granting and/or obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties, if necessary, for Tenant to have adequate ingress, egress, regress and utility service to the Annex Parcel. Landlord agrees to cooperate with Tenant as necessary to obtain appropriate zoning, permitting and government approvals. This shall include, but is not limited to, additional uses of Landlord's property as needed to meet any jurisdictional fall zone and other related stipulations."

7. **Notices**. Section 14 of the Lease is hereby amended in its entirety to read as follows:

"**14. Notices.** "All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

LANDLORD:

Jeremy Craig, City Manager
City of Winters
318 First St.
Winters, CA 95694

COPY TO:
Ethan Walsh
Best Best & Krieger
500 Capitol Mall, Suite 2500
Sacramento, CA 95814

TENANT:

American Tower
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

COPY TO:
Attn: Legal Dept.
116 Huntington Avenue
Boston, MA 02116

Additionally, such notices may be given to the respective parties at such other addresses as the parties, by thirty (30) days prior written notice to the other, may provide for this purpose. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice."

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall

constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State of California. Any litigation arising from this Amendment shall be brought in the applicable state court in Yolo County, California.

10. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Annex Parcel and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

11. **Taxes**. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes pursuant to Revenue and Taxation Code Section 107.6 and that, if a possessory interest is created, Tenant shall be responsible for payment of property taxes levied against such possessory interest. If any documentary transfer tax is assessed upon the creation of a leasehold interest in the Leased Premises under this Lease shall be paid by Tenant. During the term of the Lease, as amended herein, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Lease). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord.

[*SIGNATURES COMMENCE ON FOLLOWING PAGES*]

LANDLORD:

The City of Winters,
a California municipal corporation**,**

Signature: _____
Print Name: _____
Title: _____
Date: _____

ALL CAPACITY 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 _____

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

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

WITNESS my hand and official seal.

_____
Signature of officer [SEAL]

TENANT:

American Tower Delaware Corporation,
a Delaware corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

ALL CAPACITY 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 _____

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

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

WITNESS my hand and official seal.

_____
Signature of officer [SEAL]

EXHIBIT A

The Parent Parcel consists of the entire lot with Assessor's Parcel Numbers: 003-222-001-000 (Tower Lot) (comprised of Parcel One conveyed to City of Winters by a Deed dated 11/5/1936 from Gertrude H. Wyatt, a widow, recorded on 11/5/1936 in Book 89, at Page 469 in the Official Records of Yolo County, California and Parcel Two - no document was locatable for this westerly parcel) and 003-222-015-000 (Access Lot).

PARENT PARCEL LEGAL DESCRIPTION

A Portion of the Lands of the City of Winters situated in the County of Yolo, city of Winters, State of California, and described as follows:

PARCEL ONE:

COMMENCING AT A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE S.P RR. SUBDIVISION OF BLOCK 4 OF THE TOWN OF WINTERS, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON MARCH 26, 1903, IN BOOK 1 OF MAPS, AT PAGE 4, DISTANT THEREON 150 FEET SOUTHERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO A POINT; THENCE NORTHEASTERLY 223.6 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID BLOCK 4, DISTANT THEREON SOUTHERLY 50 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 4; THENCE SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF BLOCK 4, TO THE CENTER OF PUTAH CREEK; THENCE FOLLOWING THE MEANDERINGS OF THE WESTERLY LINE OF SAID BLOCK 4; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID BLOCK 4 TO THE POINT OF COMMENCEMENT.

PARCEL TWO:

LOTS 7, 8 , 9, AND LOTS 13 THROUGH 24, INCLUSIVE, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5A, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOTS 24, OF SUBDIVISION, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 24 TO THE NORTHEASTERLY CORNER THEREOF, THENCE AT RIGHT ANGLES SOUTHERLY ALONG THE BOUNDARY LINE BETWEEN LOTS 23 AND 24, 38.00 FEET THENCE AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID LOT 24, 100.00 FEET TO THE WEST LINE OF SAID LOT 24, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 24, 38.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PRIMARY PARCEL LEGAL DESCRIPTION

LEASE AREA

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO THE POINT OF BEGINNING; THENCE S 24°51'22" E A DISTANCE OF 40.00 FEET TO A POINT; THENCE S 65°08'38" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 1,600 SQUARE FEET (0.04 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXPANSION AREA #1

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO A POINT; THENCE S 65°08'38" W A DISTANCE OF 23.20 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 2.40 FEET TO THE POINT OF BEGINNING; THENCE S 65°08'38" W A DISTANCE OF 16.42 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 13.70 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 16.42 FEET TO A POINT; THENCE S 24°51'22" E A DISTANCE OF 13.70 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 225 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXPANSION AREA #2

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO A POINT; THENCE S 24°51'22" E A DISTANCE OF 30.56 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING; THENCE N 24°47'41" W A DISTANCE OF 20.00 FEET TO A POINT; THENCE N 65°12'19" E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S 24°47'41" E A DISTANCE OF 20.00 FEET TO A POINT; THENCE S 65°12'19" W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 300 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE

EXHIBIT B (continued)

H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXHIBIT C

ANNEX PARCEL LEGAL DESCRIPTION AND EASEMENTS

The Annex Parcel consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Annex Parcel shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

ANNEX AREA

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO THE POINT OF BEGINNING; THENCE S 65°08'38" W A DISTANCE OF 23.20 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 16.10 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 23.20 FEET TO A TO A POINT; THENCE S 24°51'22" E A DISTANCE OF 16.10 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 374 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE NORTH AMERICAN DATUM OF 1983 (NAO 83), CALIFORNIA STATE COORDINATE SYSTEM (CCS83), ZONE 2 (2022.750 EPOCH). THIS IS BASED ON A GPS SURVEY CONDUCTED ON MARCH 25, 2023, UTILIZING THE CONTINUOUSLY OPERATING VRS (VIRTUAL CONTROL STATION) LEICA SMARTNET NETWORK, OPERATING FROM REFERENCE STATION (DESIGNATION: CAFA) WITH TIES TO NGS MONUMENT PIO DG8213. ONSITE CONTROL IS A SURVEY DISK ENCLOSED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET. ALL DISTANCES CITED HEREIN ARE GROUND VALUES, WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GRID VALUES MULTIPLY THE DISTANCES BY 0.999995035.

EXHIBIT C (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Annex Parcel to and from a public right of way including but not limited to:

10' ACCESS & UTILITY EASEMENT

THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE COUNTY OF YOLO, CITY OF WINTERS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE ACCESS EASEMENT THAT EXTENDS 5.00 FEET PERPENDICULARLY FROM EACH SIDE OF THE CENTERLINE OF SAID EASEMENT AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 8, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5, YOLO COUNTY RECORDS; THENCE NORTH 65°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25°00'00" EAST, 197.16 FEET TO A POINT ON THE 25.00 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT AN INCLUDED ANGLE OF 90°07'22", AN ARC DISTANCE OF 39.32 FEET; THENCE NORTH 64°52'38" EAST, 112.11 FEET TO A POINT ON A 25 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE THROUGH AN INCLUDED ANGLE OF 90°16'01", AN ARC DISTANCE OF 39.39 FEET; THENCE SOUTH 24°51'22" EAST A DISTANCE OF 27.05 FEET TO A POINT ON THE CENTERLINE WHERE THE EASEMENT BECOMES 14.84 FEET IN WIDTH AND LYING 5 FEET ON THE RIGHT SIDE AND 9.84 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUE SOUTH 24°51'22" EAST A DISTANCE OF 51.00 FEET TO THE POINT OF TERMINATION. SAID ABOVE DESCRIBED EASEMENT CONTAINS 4,907 SQUARE FEET (0.11 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE
H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXPANSION AREA ACCESS

ACCESS FROM THE POT OF THE 10' ACCESS & UTILITY EASEMENT REFERENCED HEREIN, TO THE EXPANSION AREA #2 GATE TO THE SOUTH-WEST OF THE EXPANSION AREA #2 COMPOUND, BY FOOT OR VEHICLE OR OTHERWISE, AS NECESSARY.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA STATE COORDINATE SYSTEM (CCS83), ZONE 2 (2022.750 EPOCH). THIS IS BASED ON A GPS SURVEY CONDUCTED ON MARCH 25, 2023, UTILIZING THE CONTINUOUSLY OPERATING VRS (VIRTUAL CONTROL STATION) LEICA SMARTNET NETWORK, OPERATING FROM REFERENCE STATION (DESIGNATION: CAFA) WITH TIES TO NGS MONUMENT PID DG8213. ONSITE CONTROL IS A SURVEY DISK ENCLOSED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET. ALL DISTANCES CITED HEREIN ARE GROUND VALUES, WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GRID VALUES MULTIPLY THE DISTANCES BY 0.999995035.

EXHIBIT D

FORM OF MEMORANDUM OF AMENDMENT TO ANNEX PARCEL LEASE AGREEMENT

Prepared by and Return to:
City of Winters
318 First Street
Winters, CA 95694
Attention: City Clerk
ATC Site No: 82655
ATC Site Name: Winters
Assessor's Parcel No(s): 003-222-001; 003-222-015

No Prior Recorded Lease Reference:
State of California
County of Yolo

MEMORANDUM OF AMENDMENT TO ANNEX PARCEL LEASE AGREEMENT

This Memorandum of Amendment to Lease (the "***Memorandum***") is entered into on the _____ day of _____, 202___ by and between **the City of Winters,** a municipal corporation ("***Landlord***") and **American Tower Delaware Corporation,** a Delaware corporation ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease.

1. **Parent Parcel and Lease**. Landlord and Sacramento Valley Limited Partnership (the ***"Primary Parcel Lessee"***) entered into that certain Ground Lease Agreement dated June 27, 1994 ("***Primary Lease***") (as amended by that certain First Amendment to Ground Lease Agreement dated July 8, 2008 ("***First Amendment***") (collectively, the "***Primary Parcel Lease***"), pursuant to which the Primary Parcel Lessee leases a portion of the Parent Parcel (as defined in the Primary Parcel Lease) and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Primary Parcel Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively referred to as the "***Primary Parcel*** ").

2. **Sublease**. Tenant and the Primary Parcel Lessee entered into that certain Sublease Agreement (the "***Sublease***") dated January 19, 2000, as the same may have been amended, whereby Tenant has subleased a portion of the Primary Parcel Area and said easements from the Primary Parcel Lessee.

3. **Lease of Annex Parcel**. Landlord and Tenant entered into that certain Annex Parcel Lease Agreement dated September 8, 2006 (the "***Lease***"), pursuant to which Tenant leases a portion of the Parent Parcel adjacent to the Primary Parcel Area and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Annex Parcel***"), which Annex Parcel is also described on **Exhibit C.**

4. **Expiration Date**. The Parties agree to extend the term of this Lease concurrently with any extension of the Primary Parcel Lease term. Subject to the terms, provisions, and conditions of the Lease, and assuming Tenant agrees to the exercise of all automatic renewal extensions contained in the Primary Parcel Lease, the final expiration date of the Lease would be May 31, 2049.

5. **Annex Parcel Area Description**. Tenant may, with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, at any time during the Lease, cause an as-built survey of the Annex Parcel to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Annex Parcel set forth on **Exhibit C** with a legal description or legal descriptions based upon such as-built survey. Consistent with the foregoing and upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

6. **Right of First Refusal**. There is a right of first refusal in the Lease, which shall be subject to the Surplus Lands Act (Cal. Gov. Code, § 54220) in effect at the time of the exercise of the right of first refusal.

7. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

8. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

LANDLORD:

Jeremy Craig, City Manager
City of Winters
318 First St.
Winters, CA 95694

COPY TO:
Ethan Walsh
Best Best & Krieger
500 Capitol Mall, Suite 2500
Sacramento, CA 95814

TENANT:

American Tower
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

COPY TO:
Attn: Legal Dept.
116 Huntington Avenue
Boston, MA 02116

Any of the parties hereto, with thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

10. **Governing Law**. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of California. Any litigation arising from this Amendment shall be brought in the applicable state court in Yolo County, California.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

The City of Winters,
a California municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

ALL CAPACITY 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 _____

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

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

WITNESS my hand and official seal.

_____
Signature of officer [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Tower Delaware Corporation,
a Delaware corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

ALL CAPACITY 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 _____

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

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

WITNESS my hand and official seal.

_____
Signature of officer [SEAL]

EXHIBIT A

The Parent Parcel consists of the entire lot with Assessor's Parcel Numbers: 003-222-001-000 (Tower Lot) (comprised of Parcel One conveyed to City of Winters by a Deed dated 11/5/1936 from Gertrude H. Wyatt, a widow, recorded on 11/5/1936 in Book 89, at Page 469 in the Official Records of Yolo County, California and Parcel Two - no document was locatable for this westerly parcel) and 003-222-015-000 (Access Lot).

PARENT PARCEL LEGAL DESCRIPTION

A Portion of the Lands of the City of Winters situated in the County of Yolo, city of Winters, State of California, and described as follows:

PARCEL ONE:

COMMENCING AT A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE S.P RR. SUBDIVISION OF BLOCK 4 OF THE TOWN OF WINTERS, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON MARCH 26, 1903, IN BOOK 1 OF MAPS, AT PAGE 4, DISTANT THEREON 150 FEET SOUTHERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO A POINT; THENCE NORTHEASTERLY 223.6 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID BLOCK 4, DISTANT THEREON SOUTHERLY 50 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 4; THENCE SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF BLOCK 4, TO THE CENTER OF PUTAH CREEK; THENCE FOLLOWING THE MEANDERINGS OF THE WESTERLY LINE OF SAID BLOCK 4; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID BLOCK 4 TO THE POINT OF COMMENCEMENT.

PARCEL TWO:

LOTS 7, 8 , 9, AND LOTS 13 THROUGH 24, INCLUSIVE, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5A, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOTS 24, OF SUBDIVISION, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 24 TO THE NORTHEASTERLY CORNER THEREOF, THENCE AT RIGHT ANGLES SOUTHERLY ALONG THE BOUNDARY LINE BETWEEN LOTS 23 AND 24, 38.00 FEET THENCE AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID LOT 24, 100.00 FEET TO THE WEST LINE OF SAID LOT 24, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 24, 38.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PRIMARY PARCEL LEGAL DESCRIPTION

LEASE AREA

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO THE POINT OF BEGINNING; THENCE S 24°51'22" E A DISTANCE OF 40.00 FEET TO A POINT; THENCE S 65°08'38" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 1,600 SQUARE FEET (0.04 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXPANSION AREA #1

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO A POINT; THENCE S 65°08'38" W A DISTANCE OF 23.20 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 2.40 FEET TO THE POINT OF BEGINNING; THENCE S 65°08'38" W A DISTANCE OF 16.42 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 13.70 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 16.42 FEET TO A POINT; THENCE S 24°51'22" E A DISTANCE OF 13.70 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 225 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

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EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE

EXHIBIT B (continued)

H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

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EXHIBIT C (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Annex Parcel to and from a public right of way including but not limited to:

10' ACCESS & UTILITY EASEMENT

THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE COUNTY OF YOLO, CITY OF WINTERS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE ACCESS EASEMENT THAT EXTENDS 5.00 FEET PERPENDICULARLY FROM EACH SIDE OF THE CENTERLINE OF SAID EASEMENT AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 8, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5, YOLO COUNTY RECORDS; THENCE NORTH 65°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25°00'00" EAST, 197.16 FEET TO A POINT ON THE 25.00 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT AN INCLUDED ANGLE OF 90°07'22", AN ARC DISTANCE OF 39.32 FEET; THENCE NORTH 64°52'38" EAST, 112.11 FEET TO A POINT ON A 25 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE THROUGH AN INCLUDED ANGLE OF 90°16'01", AN ARC DISTANCE OF 39.39 FEET; THENCE SOUTH 24°51'22" EAST A DISTANCE OF 27.05 FEET TO A POINT ON THE CENTERLINE WHERE THE EASEMENT BECOMES 14.84 FEET IN WIDTH AND LYING 5 FEET ON THE RIGHT SIDE AND 9.84 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUE SOUTH 24°51'22" EAST A DISTANCE OF 51.00 FEET TO THE POINT OF TERMINATION. SAID ABOVE DESCRIBED EASEMENT CONTAINS 4,907 SQUARE FEET (0.11 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE
H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXPANSION AREA ACCESS

ACCESS FROM THE POT OF THE 10' ACCESS & UTILITY EASEMENT REFERENCED HEREIN, TO THE EXPANSION AREA #2 GATE TO THE SOUTH-WEST OF THE EXPANSION AREA #2 COMPOUND, BY FOOT OR VEHICLE OR OTHERWISE, AS NECESSARY.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA STATE COORDINATE SYSTEM (CCS83), ZONE 2 (2022.750 EPOCH). THIS IS BASED ON A GPS SURVEY CONDUCTED ON MARCH 25, 2023, UTILIZING THE CONTINUOUSLY OPERATING VRS (VIRTUAL CONTROL STATION) LEICA SMARTNET NETWORK, OPERATING FROM REFERENCE STATION (DESIGNATION: CAFA) WITH TIES TO NGS MONUMENT PID DG8213. ONSITE CONTROL IS A SURVEY DISK ENCLOSED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET. ALL DISTANCES CITED HEREIN ARE GROUND VALUES, WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GRID VALUES MULTIPLY THE DISTANCES BY 0.999995035.

SECOND AMENDMENT TO GROUND LEASE AGREEMENT

This Second Amendment to Ground Lease Agreement (this "**Second Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between the **City of Winters,** a municipal corporation ("**Lessor**") and **Sacramento Valley Limited Partnership d/b/a Verizon Wireless** ("**Lessee**"). Lessor and Lessee are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, Lessor owns the real property described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Parent Parcel**"); and

WHEREAS, the Parties entered into that certain Ground Lease Agreement dated June 27, 1994 ("**Original Lease**"), which was amended by that certain First Amendment to Ground Lease Agreement dated July 8, 2008 ("**First Amendment**"). The Original Lease and First Amendment are collectively referred to herein as the "**Lease**." Under the Lease, Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, as more particularly described in the Lease. The portions of the Parent Parcel leased and affected are collectively referred to herein as the "**Property**"**.** The Property is described in **Exhibit A**; and

WHEREAS, Lessee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Property; and

WHEREAS, Lessee has granted American Tower a limited power of attorney ("**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, as set forth in the POA; and

WHEREAS, the Parties desire to amend the terms of the Lease to extend the term and make other changes as expressly set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. One-Time Payment. American Tower, on behalf of Lessee, shall pay to Lessor, in addition to Rent, a one-time payment in the amount of **Twenty Thousand and 00/100 Dollars ($20,000.00)** (the "**One-Time Payment**"), payable within thirty (30) days of the Effective Date and subject to receipt by Lessee of a fully executed copy of the Second Amendment and recorded Memorandum of Second Amendment to Ground Lease Agreement (as defined herein) executed by the Parties.

2. Lease Term Extended. Section 3 of the Original Lease and Section 1 of the First Amendment are hereby modified to add the following provisions and extend the term of the Lease, to read as follows:

"Commencing on June 1, 2034, the Lease shall automatically be extended on the same terms and conditions for three (3) additional five (5) year terms (each a "**Renewal Term**") unless the Lessee terminates the Lease at the end of the then current Renewal Term by giving Lessor written notice of Lessee's intent to terminate at least ninety (90) days prior to the end of the then current Renewal Term. Assuming the exercise by Lessee of all Renewal Terms, the final expiration date of the Lease will be May 31, 2049. Lessor hereby agrees to execute,

record, and return to Lessee a copy of the recorded Memorandum of Second Amendment to Ground Lease Agreement in the form and of the substance attached hereto as **Exhibit B** (the "**Memorandum**"), executed by the Parties."

3. Right of First Refusal. Notwithstanding anything to the contrary contained herein, this Section shall not apply to any fee simple sale of the Parent Parcel from Lessor to any prospective purchaser that is not a Third Party Competitor (any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure, a "**Third Party Competitor**") or to American Tower its affiliates and subsidiaries. If Lessor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Property is a part of to a Third Party Competitor or (ii) assign all or any portion of Lessor's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Lessee shall have the right of first refusal to purchase the real property or other interest being offered by Lessor in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide Lessor with notice of its election no later than forty-five (45) days after Lessee receives written notice from Lessor of the Offer. If Lessee elects not to exercise Lessee's right of first refusal with respect to an Offer as provided herein, Lessor may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Second Amendment. Lessor hereby acknowledges and agrees that any sale or conveyance by Lessor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Second Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries. Notwithstanding anything to the contrary contained herein, the Lease shall be subject to the Surplus Lands Act (Cal. Gov. Code, § 54220 et seq.) in effect at the time of the exercise of the right of first refusal.

4. Rent and Escalation. Section 3.E is hereby added to read as follows:

"E. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease shall continue in full force and effect through the Renewal Term(s). In the event of any overpayment of the then current Rent (the "**Rent**") or Collocation Fee (as defined below) prior to or after the Effective Date, Lessee may deduct from any future Rent payments an amount equal to the overpayment amount after providing proof of overpayment to Lessor. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Lessor under the Lease shall be paid to **City of Winters** by Lessee.

5. Property. Section 1 of the Original Lease is hereby deleted and amended in its entirety to read as follows:

"1. **PROPERTY**

A. The legal description of the Parent Parcel is contained in **Exhibit "A"** attached hereto and by this reference incorporated herein.

B. The Property which is the subject of this Lease, is contained within the Parent Parcel, as of the Effective Date, is expanded by an additional five hundred twenty-five (525) square feet, for a total of

approximately two thousand one hundred twenty-five (2,125) square feet, and is situated substantially as shown on Exhibit "A" attached hereto and by this reference incorporated herein. Lessee shall have a license (during the term of this Lease, as it may be extended) to use the ground space adjacent to the Property for vehicular parking purposes.

C. Lessor and Lessee hereby agree that the Property (including an access right-of-way thereto) may be surveyed by a licensed surveyor at the sole cost of Lessee, and thereafter, with Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, such as-built survey shall replace, in whole or in part, the description(s) of the Property set forth in Exhibit "A" and become a part hereof and shall control to describe the Property in the event of any discrepancy between such survey and the description contained in Section 1.B. above."

6. Use of the Property. Section 4 of the Original Lease is hereby deleted and amended in its entirety to read as follows:

"4. **USE OF THE PROPERTY**

A. Lessee may use the Property for the purpose of constructing, maintaining and operating a communications facility, including required antennae, and for any other uses which are incidental thereto. A security fence of chain link or similar construction shall be placed around the perimeter of the Property (not including the easement area). The construction of Lessee's facility shall be at Lessee's sole expense, and Lessee shall maintain the Property in a reasonable condition throughout the term. Lessor hereby grants to Lessee, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Property at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Property, including the expansion of the additional five hundred twenty-five (525) square feet area. Lessor hereby grants to Lessee, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Property for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Property. Lessor will not unreasonably interfere with Lessee's use of the Property in conducting these activities.

B. it is understood and agreed that Lessee's ability to use the Property is dependent upon Lessee's obtaining all of the certificates, zoning applications, building permits, licenses and other approvals which may be required from any federal, state or local authority (including the City of Winters) and/or any easements which are required from any third parties. Upon request from Lessee, Lessor shall cooperate with Lessee in a timely fashion, but at no expense to Lessor and upon no additional consideration to Lessor, in its efforts to obtain such approvals and/or easements, and Lessor shall take no action which will adversely affect the status of the Property with respect to Lessee's proposed uses thereof in Lessor's capacity as a property owner. Lessee would still need to seek independent approval from the City of Winters as a municipal planning organization. If any application by Lessee for any such certificate, permit license, easement or approval is cancelled, or expires, or lapses or is otherwise withdrawn or terminated, or, if due to technological changes or for any other reason, Lessee, in its sole discretion, determines that it will be unable to use the Property for Lessee's intended purposes, then Lessee shall have the right to immediately terminate this Lease.

7. Revenue Share.

a. Subject to the other applicable terms, provisions, and conditions of this Section, Lessee shall pay Lessor a Collocation Fee of **ten percent (10%)** of any rents actually received by Lessee and American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Property (any such amounts, the **"Collocation Fee"**) entered into by and between Lessee (or American Tower) and a third party (any such third party, the "**Additional Collocator**"). The parties acknowledge the Collocation Fee will be effective upon the colocation of AT&T Mobility and any subsequent sublease after the Effective Date. Notwithstanding the foregoing, Lessor shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Lessee (or American Tower) in whole or in part, for any improvements to the Property or any structural enhancements to the tower located on the Property (such tower, the "***Tower***"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Property or the Tower, unless that is part of a rent payment or consideration made in exchange for rent or a reduction of rent. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Second Amendment and/or the Lease. To the extent the amount of rents actually received by Lessee (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount. Notwithstanding anything to the contrary contained herein, Lessee represents and warrants to Lessor that as of the Effective Date hereof, the sole occupants of the tower presently located on the Property are: T-MOBILE and VERIZON WIRELESS (collectively, "***Current Users***").

b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Lessee (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Lessee's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to pay to Lessor and Lessor hereby agrees not to demand or request that Lessee pay to Lessor any Collocation Fee in connection with the sublease to, or transfer of, Lessee's obligations and/or rights under the Lease to any subsidiary, parent or affiliate of Lessee or American Tower.

c. Lessor hereby acknowledges and agrees that Lessee has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Lessee and/or American Tower deem advisable, in Lessee's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Lessor pursuant to this Section.

d. Notwithstanding anything to the contrary contained herein, Lessor hereby acknowledges and agrees that Lessee shall have no obligation to pay and shall not pay to Lessor any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Lessee (or American Tower), or Lessee's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date; or (iii) any subleases, licenses, or other collocation agreements entered into by and between Lessee (or

American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Property.

8. Lessor Statements. Lessor hereby represents and warrants to Lessee that: (i) Lessor has the full power and authority to enter into and perform its obligations under this Second Amendment, and, to the extent applicable, the person(s) executing this Second Amendment on behalf of Lessor, have the authority to enter into and deliver this Second Amendment on behalf of Lessor and; (ii) no consent, authorization, order, or approval of, or filing or registration with, any other governmental authority or other person or entity is required for the execution and delivery by Lessor of this Second Amendment.

9. References to Paragraph. All previous references to the word "paragraph" or "Paragraph" shall instead mean "section" or "Section" unless the context suggests otherwise.

10. Lessor and Lessee Acknowledgments. The Parties hereby agree that no defaults exist under the Lease as of the Effective Date of the Second Amendment. Lessor hereby acknowledges and agrees that Lessee shall not need consent or approval from, or to provide notice to, Lessor for any future activities at or uses (for any such uses as defined above in Section 6) of the Property, including, without limitation, installing, modifying, repairing, or replacing improvements within the Property, as modified by this Amendment, provided Lessee shall provide prior written notice to Lessor for big constructions and use of large equipment within the Property.

11. Exhibits. Exhibits A1 and A2 of the Lease are hereby replaced with the Exhibit A attached to this Second Amendment.

12. Notices. Section 12 of the Original Lease and Section 4 of the First Amendment are hereby amended in their entirety to read as follows:

"12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

LESSOR:

Jeremy Craig, City Manager
City of Winters
318 First St, Winters, CA 95694

COPY TO:
Ethan Walsh
Best Best & Krieger
500 Capitol Mall, Suite 2500
Sacramento, CA 95814

LESSEE:

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

COPY TO:
American Tower
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

COPY TO:
Attn: Legal Dept.

116 Huntington Avenue
Boston, MA 02116

Additionally, such notices may be given to the respective parties such other addresses as the parties, with thirty (30) days prior written notice, may provide to the other party. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice."

13. Counterparts. This Second Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Second Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of this Second Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Second Amendment by all Parties to the same extent as an original signature.

14. Lessee's Securitization Rights; Estoppel. The following language is hereby added to the end of Section 14(F) of the Original Lease:

"Lessor hereby consents to the granting by Lessee and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Lessee's (or American Tower's) interest in the Lease, as amended herein, and all of Lessee's (or American Tower's) property and fixtures attached to and lying within the Property and further consents to the exercise by Lessee's (or American Tower's) mortgagee ("**Lessee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Lessor shall recognize the holder of any such Security Interest of which Lessor is given prior written notice (any such holder, a "**Holder**") as "Lessee" hereunder in the event a Holder succeeds to the interest of Lessee and/or American Tower hereunder by the exercise of such remedies. Lessor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Lessee, American Tower or Holder."

15. Taxes. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxes pursuant to Revenue and Taxation Code Section 107.6 and that, if a possessory interest is created, Lessor shall be responsible for payment of property taxes levied against such possessory interest. If any documentary transfer tax is assessed upon the creation of a leasehold interest in the Property under this Lease shall be paid by Lessee. During the term of the Lease, as amended herein, Lessee shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Lessee's improvements on the Property (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Lessee. Lessee hereby agrees to reimburse Lessor for any Applicable Taxes billed directly to Lessor (which shall not include any taxes or other assessments attributable to periods prior to the Lease). Lessor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Lessee) of any Applicable Taxes along with proof of payment of the same by Lessor. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Lessor Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee from time to time. Subject to the requirements set forth in this Section, Lessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from

Lessor. Anything to the contrary notwithstanding, Lessor is only eligible for reimbursement if Lessor requests reimbursement within one (1) year after the date such taxes became due. Additionally, Lessor shall not be entitled to reimbursement for any costs associated with an increase in value of the possessory interest paid from Lessee to Lessor."

16. Authorization. Lessee hereby grants to Lessor a non-exclusive license to install, maintain, and operate a Ruckus ZoneFlex P300 Point-to-Point with a 36" disk array (or similar device subject to Lessee's written consent) on the communications tower within the Property (the "**Tower**") for the purpose of extending Lessor's Supervisory Control and Data Acquisition (SCADA) services to water wells and sewer lift stations. Lessor shall submit an application (the "**Equipment Application")** to Lessee, utilizing Lessee's then current form, to request the right to install Lessor's equipment on the Tower. Lessor shall not construct, install, or operate any equipment or improvements or maintenance and/or repairs to Lessor's equipment on the Tower other than those which are approved in writing by Lessee, nor shall Lessor alter the frequencies or operation of the approved equipment without Lessee's prior written consent. Lessor shall also submit an Equipment Application to request the right to replace or modify its approved equipment or alter the frequencies for Lessee's review and written approval (such written approval, or notice to proceed, the "**NTP**"). Lessor shall not construct, install, or alter the approved equipment until Lessee issues to Lessor a NTP. Lessor shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Property but shall have no financial obligation to Lessee therefor (rent, or any other payment to Lessee) for the above referenced equipment, except for any applicable governmental fees, utility costs or other expenses directly attributable to Lessor's use of the Tower. Notwithstanding the foregoing, in the event Lessor requests to install, maintain and operate additional equipment on Lessee's Tower, such space and equipment shall be priced at the market rate at the time of Lessor's request. Notwithstanding anything to the contrary in this Agreement, Lessor shall obtain advance permission from Lessee for any person or company to climb the Tower as necessary for the installation and maintenance of Lessor's equipment. Lessee's permission shall not unreasonably be withheld. Lessor further agrees that its equipment and improvements on the Tower shall not cause radio frequency or any other type of interference with the operations of any other users of the Tower, (each, a *"**Tower User**"*). In the event that any modification or change in the Lessor's approved equipment causes interference to any other then-existing use by any then-existing Tower User, then Lessee or the affected Tower User shall notify the Lessor in writing of such interference and if the Lessor is unable to either eliminate or reduce the interference to a level acceptable to the affected Tower User within a period of thirty (30) days after such written notice, Lessor agrees to cease all interfering operations from the Tower. Lessee agrees to insert comparable non-interference clauses into its agreements with other Tower Users, and Lessee agrees to preclude other Tower Users from interfering with the operation of the Lessor's approved equipment, as such approved equipment exists at the time Lessee enters into or amends an agreement with another Tower User. Lessor shall at all times comply with all applicable laws, and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Lease. Lessor and Lessee agree that Lessor shall be responsible for the cost of any structural analysis required by Lessee in its reasonable discretion, in connection with the installation or replacement of Lessor's equipment on the Tower; Lessee covenants and agrees that it will provide notice to Lessor prior to undertaking any such analysis, thereby allowing Lessor an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the Tower is not suitable for Lessor's equipment, Lessor and Lessee agree that the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Lessor's equipment shall be made to the Tower at the sole cost of Lessor, however, in no event shall any

such modification or repair be undertaken and/or performed if the same would or could cause interference to any either then-existing other use by any then-existing Tower User. No person or entity other than Lessor or its agent, successor or assign shall have the right to install, maintain, or operate the approved equipment or transmit or receive communications in the Property or on the Tower. Lessor shall be solely responsible for extending utilities to the Tower as necessary for the operation of the approved equipment.

17. Conflicts. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is an express conflict between the Lease and this Second Amendment, this Second Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

LESSOR:
CITY OF WINTERS,
a municipal corporation

By: _____
Jeremy Craig
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh
City Attorney

LESSEE:
SACRAMENTO VALLEY LIMITED PARTNERSHIP, d/b/a VERIZON WIRELESS
a California limited partnership

American Tower Delaware Corporation, a Delaware corporation, as Attorney-in-Fact

By: _____

Name: _____

Its:_____

Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Lessor the "One-Time Payment" described in Section 1 above, provided all requirements in this Second Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

The Parent Parcel consists of the entire lot with Assessor's Parcel Numbers: 003-222-001-000 (Tower Lot) (comprised of Parcel One conveyed to City of Winters by a Deed dated 11/5/1936 from Gertrude H. Wyatt, a widow, recorded on 11/5/1936 in Book 89, at Page 469 in the Official Records of Yolo County, California and Parcel Two - no document was locatable for this westerly parcel) and 003-222-015-000 (Access Lot).

PARENT PARCEL LEGAL DESCRIPTION

A Portion of the Lands of the City of Winters situated in the County of Yolo, city of Winters, State of California, and described as follows:

PARCEL ONE:

COMMENCING AT A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE S.P RR. SUBDIVISION OF BLOCK 4 OF THE TOWN OF WINTERS, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON MARCH 26, 1903, IN BOOK 1 OF MAPS, AT PAGE 4, DISTANT THEREON 150 FEET SOUTHERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO A POINT; THENCE NORTHEASTERLY 223.6 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID BLOCK 4, DISTANT THEREON SOUTHERLY 50 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 4; THENCE SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF BLOCK 4, TO THE CENTER OF PUTAH CREEK; THENCE FOLLOWING THE MEANDERINGS OF THE WESTERLY LINE OF SAID BLOCK 4; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID BLOCK 4 TO THE POINT OF COMMENCEMENT.

PARCEL TWO:

LOTS 7, 8 , 9, AND LOTS 13 THROUGH 24, INCLUSIVE, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5A, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOTS 24, OF SUBDIVISION, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 24 TO THE NORTHEASTERLY CORNER THEREOF, THENCE AT RIGHT ANGLES SOUTHERLY ALONG THE BOUNDARY LINE BETWEEN LOTS 23 AND 24, 38.00 FEET THENCE AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID LOT 24, 100.00 FEET TO THE WEST LINE OF SAID LOT 24, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 24, 38.00 FEET TO THE POINT OF BEGINNING.

Exhibit A (continued)

PROPERTY LEGAL DESCRIPTION

LEASE AREA

COMMENCING FROM A 2” IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38’50” E ALONG SAID CENTERLINE 95.50 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58’54” E A DISTANCE OF 88.97 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41’19” E A DISTANCE OF 305.94 FEET TO THE POINT OF BEGINNING; THENCE S 24°51'22" E A DISTANCE OF 40.00 FEET TO A POINT; THENCE S 65°08'38" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 1,600 SQUARE FEET (0.04 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE
H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

(End of Description)

Exhibit A (continued)

EXPANSION AREA #1

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO A POINT; THENCE S 65°08'38" W A DISTANCE OF 23.20 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 2.40 FEET TO THE POINT OF BEGINNING; THENCE S 65°08'38" W A DISTANCE OF 16.42 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 13.70 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 16.42 FEET TO A POINT; THENCE S 24°51'22" E A DISTANCE OF 13.70 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 225 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXPANSION AREA #2

COMMENCING FROM A 2" IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38'50" E ALONG SAID CENTERLINE 95.50 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58'54" E A DISTANCE OF 88.97 FEET TO A 2" IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41'19" E A DISTANCE OF 305.94 FEET TO A POINT; THENCE S 24°51'22" E A DISTANCE OF 30.56 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING; THENCE N 24°47'41" W A DISTANCE OF 20.00 FEET TO A POINT; THENCE N 65°12'19" E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S 24°47'41" E A DISTANCE OF 20.00 FEET TO A POINT; THENCE S 65°12'19" W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 300 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

Exhibit A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Annex Parcel to and from a public right of way including but not limited to:

10' ACCESS & UTILITY EASEMENT
THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE COUNTY OF YOLO, CITY OF WINTERS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE ACCESS EASEMENT THAT EXTENDS 5.00 FEET PERPENDICULARLY FROM EACH SIDE OF THE CENTERLINE OF SAID EASEMENT AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 8, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5, YOLO COUNTY RECORDS; THENCE NORTH 65°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25°00'00" EAST, 197.16 FEET TO A POINT ON THE 25.00 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT AN INCLUDED ANGLE OF 90°07'22", AN ARC DISTANCE OF 39.32 FEET; THENCE NORTH 64°52'38" EAST, 112.11 FEET TO A POINT ON A 25 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE THROUGH AN INCLUDED ANGLE OF 90°16'01", AN ARC DISTANCE OF 39.39 FEET; THENCE SOUTH 24°51'22" EAST A DISTANCE OF 27.05 FEET TO A POINT ON THE CENTERLINE WHERE THE EASEMENT BECOMES 14.84 FEET IN WIDTH AND LYING 5 FEET ON THE RIGHT SIDE AND 9.84 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUE SOUTH 24°51'22" EAST A DISTANCE OF 51.00 FEET TO THE POINT OF TERMINATION. SAID ABOVE DESCRIBED EASEMENT CONTAINS 4,907 SQUARE FEET (0.11 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE
H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXHIBIT B
FORM OF MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE AGREEMENT

Prepared by and Return to:
City of Winters
318 First Street
Winters, CA 95694
ATC Site No: 82655
ATC Site Name: Winters
Assessor's Parcel No(s): 003-222-001; 003-222-015

Prior Recorded Lease Reference:
Book 2667, Page 186
State of California
County of Yolo

MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE AGREEMENT

This Memorandum of the Second Amendment to Ground Lease Agreement (the "**Memorandum of the Second Amendment**") is entered into as of the latter signature date hereof, by and between **the City of Winters**, a municipal corporation ("**Lessor**") and **Sacramento Valley Limited Partnership d/b/a Verizon Wireless** ("**Lessee**").

NOTICE is hereby given of the Second Amendment to Ground Lease Agreement (as defined and described below) for the purpose of recording and giving notice of the existence of said Second Amendment to Ground Lease Agreement.

1. **Parent Parcel and Lease**. Lessor is the owner of certain real property described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated June 27, 1994, as amended by that certain First Amendment to Ground Lease Agreement dated July 8, 2008 and further amended by that certain Second Amendment to Ground Lease Agreement dated _____ (collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and Lessee is the beneficiary of certain easements for access and public utilities, as more particularly described in the Lease. The portions of the Parent Parcel leased and affected are collectively referred to herein as the "**Property**." The Property is described in **Exhibit A**.

2. **Sublease**. Lessee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware limited corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Property, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

3. **Expiration Date**. Commencing on June 1, 2034, the Lease shall automatically be extended on the same terms and conditions for three (3) additional five (5) year terms unless the Lessee terminates the Lease at the end of the then current term by giving the Lessor written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2049. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

4. **Description of Property**. The Property, as of the Effective Date, is expanded by an additional five hundred twenty-five (525) square feet, for a total of approximately two thousand one hundred twenty-five (2,125) square feet, as described in the amended **Exhibit A** attached hereto and by this reference. Lessee may, with Lessor's consent, at any time during the original or renewal terms of the Lease, cause an as-built survey of the Property to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Property set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum of the Second Amendment and the Lease.

5. **Right of First Refusal**. There is a right of first refusal in the Lease, which shall be subject to the Surplus Lands Act (Cal. Gov. Code, § 54220) in effect at the time of the exercise of the right of first refusal.

6. **Effect/Miscellaneous.** This Memorandum of the Second Amendment is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum of the Second Amendment and the Lease, the Lease shall control.

7. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

LESSOR:

Jeremy Craig, City Manager
City of Winters
318 First St, Winters, CA 95694
E-mail: Jeremy.Craig@cityofwinters.org

COPY TO:
Ethan Walsh
Best Best & Krieger
500 Capitol Mall, Suite 2500
Sacramento, CA 95814
E-mail: ethan.walsh@bbklaw.com

LESSEE:

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

COPY TO:
American Tower
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

COPY TO:
Attn: Legal Dept.
116 Huntington Avenue
Boston, MA 02116

Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of

any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts**. This Memorandum of the Second Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. **Governing Law**. This Memorandum of the Second Amendment shall be governed by and construed in all respects in accordance with the laws of the State of California in which the Property is situated.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum of the Second Amendment as of the day and year set forth below.

LESSOR

The City of Winters
a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

ALL CAPACITY 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 _____

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

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

WITNESS my hand and official seal.

_____
Signature of officer [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

Sacramento Valley Limited Partnership d/b/a Verizon Wireless

By: **American Tower Delaware Corporation**, a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name:_____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, 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 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.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXHIBIT A

The Parent Parcel consists of the entire lot with Assessor's Parcel Numbers: 003-222-001-000 (Tower Lot) (comprised of Parcel One conveyed to City of Winters by a Deed dated 11/5/1936 from Gertrude H. Wyatt, a widow, recorded on 11/5/1936 in Book 89, at Page 469 in the Official Records of Yolo County, California and Parcel Two - no document was locatable for this westerly parcel) and 003-222-015-000 (Access Lot).

PARENT PARCEL LEGAL DESCRIPTION

A Portion of the Lands of the City of Winters situated in the County of Yolo, city of Winters, State of California, and described as follows:

PARCEL ONE:

COMMENCING AT A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE S.P RR. SUBDIVISION OF BLOCK 4 OF THE TOWN OF WINTERS, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON MARCH 26, 1903, IN BOOK 1 OF MAPS, AT PAGE 4, DISTANT THEREON 150 FEET SOUTHERLY FROM THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 4, A DISTANCE OF 200 FEET TO A POINT; THENCE NORTHEASTERLY 223.6 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID BLOCK 4, DISTANT THEREON SOUTHERLY 50 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 4; THENCE SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF BLOCK 4, TO THE CENTER OF PUTAH CREEK; THENCE FOLLOWING THE MEANDERINGS OF THE WESTERLY LINE OF SAID BLOCK 4; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID BLOCK 4 TO THE POINT OF COMMENCEMENT.

PARCEL TWO:

LOTS 7, 8 , 9, AND LOTS 13 THROUGH 24, INCLUSIVE, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5A, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOTS 24, OF SUBDIVISION, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 24 TO THE NORTHEASTERLY CORNER THEREOF, THENCE AT RIGHT ANGLES SOUTHERLY ALONG THE BOUNDARY LINE BETWEEN LOTS 23 AND 24, 38.00 FEET THENCE AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID LOT 24, 100.00 FEET TO THE WEST LINE OF SAID LOT 24, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 24, 38.00 FEET TO THE POINT OF BEGINNING.

Exhibit A (continued)

PROPERTY LEGAL DESCRIPTION

LEASE AREA

COMMENCING FROM A 2” IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38’50” E ALONG SAID CENTERLINE 95.50 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58’54” E A DISTANCE OF 88.97 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41’19” E A DISTANCE OF 305.94 FEET TO THE POINT OF BEGINNING; THENCE S 24°51'22" E A DISTANCE OF 40.00 FEET TO A POINT; THENCE S 65°08'38" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 40.00 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 1,600 SQUARE FEET (0.04 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

(End of Description)

Exhibit A (continued)

EXPANSION AREA #1

COMMENCING FROM A 2” IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38’50” E ALONG SAID CENTERLINE 95.50 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58’54” E A DISTANCE OF 88.97 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41’19” E A DISTANCE OF 305.94 FEET TO A POINT; THENCE S 65°08’38” W A DISTANCE OF 23.20 FEET TO A POINT; THENCE N 24°51’22” W A DISTANCE OF 2.40 FEET TO THE POINT OF BEGINNING; THENCE S 65°08'38" W A DISTANCE OF 16.42 FEET TO A POINT; THENCE N 24°51'22" W A DISTANCE OF 13.70 FEET TO A POINT; THENCE N 65°08'38" E A DISTANCE OF 16.42 FEET TO A POINT; THENCE S 24°51’22” E A DISTANCE OF 13.70 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 225 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

EXPANSION AREA #2

COMMENCING FROM A 2” IRON ROD ENCASED IN CONCRETE FOUND ON THE CENTERLINE OF EAST MAIN STREET HAVING CALIFORNIA C2 STATE PLANE COORDINATES N:1952267.97 E:6571436.25; THENCE N 74°38’50” E ALONG SAID CENTERLINE 95.50 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE ALONG SAID CENTERLINE N 63°58’54” E A DISTANCE OF 88.97 FEET TO A 2” IRON ROD ENCASED IN CONCRETE FOUND; THENCE LEAVING SAID CENTERLINE S 15°41’19” E A DISTANCE OF 305.94 FEET TO A POINT; THENCE S 24°51’22” E A DISTANCE OF 30.56 FEET TO A POINT; THENCE N 65°08’38” E A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING; THENCE N 24°47’41” W A DISTANCE OF 20.00 FEET TO A POINT; THENCE N 65°12’19” E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S 24°47’41” E A DISTANCE OF 20.00 FEET TO A POINT; THENCE S 65°12’19” W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 300 SQUARE FEET (0.01 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

Exhibit A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Annex Parcel to and from a public right of way including but not limited to:

10' ACCESS & UTILITY EASEMENT
THE LAND REFERRED TO IN THIS DESCRIPTION IS SITUATED IN THE COUNTY OF YOLO, CITY OF WINTERS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE ACCESS EASEMENT THAT EXTENDS 5.00 FEET PERPENDICULARLY FROM EACH SIDE OF THE CENTERLINE OF SAID EASEMENT AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 8, AS SHOWN ON THE MAP OF M.O. WYATT'S ADDITION TO WINTERS, AS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY IN BOOK 2 OF MAPS, PAGE 5, YOLO COUNTY RECORDS; THENCE NORTH 65°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25°00'00" EAST, 197.16 FEET TO A POINT ON THE 25.00 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT AN INCLUDED ANGLE OF 90°07'22", AN ARC DISTANCE OF 39.32 FEET; THENCE NORTH 64°52'38" EAST, 112.11 FEET TO A POINT ON A 25 FOOT RADIUS TANGENT CURVE; THENCE ALONG SAID CURVE THROUGH AN INCLUDED ANGLE OF 90°16'01", AN ARC DISTANCE OF 39.39 FEET; THENCE SOUTH 24°51'22" EAST A DISTANCE OF 27.05 FEET TO A POINT ON THE CENTERLINE WHERE THE EASEMENT BECOMES 14.84 FEET IN WIDTH AND LYING 5 FEET ON THE RIGHT SIDE AND 9.84 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUE SOUTH 24°51'22" EAST A DISTANCE OF 51.00 FEET TO THE POINT OF TERMINATION. SAID ABOVE DESCRIBED EASEMENT CONTAINS 4,907 SQUARE FEET (0.11 ACRES), MORE OR LESS.

EXCEPTING THEREFROM ANY AREA WHICH IS OUTSIDE OF SAID "PARCEL TWO", SAID PARCEL TWO BEING THE AREA DESCRIBED IN THE RESOLUTION AND INDENTURE BETWEEN THE GERTRUDE
H. WYATT. A WIDOW & THE TOWN OF WINTERS, A MUNICIPAL CORPORATION, RECORDED ON NOVEMBER 5, 1938, IN VOLUME 89 AT PAGE 469, OFFICIAL RECORDS OF YOLO COUNTY.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: September 3, 2023

FROM: Cathy Mathews, Director of Administrative Services

SUBJECT: Resolution No. 2024-60 Approving Memorandums of Understanding with the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association, implementing a 3% General Salary Increase, and other changes, retroactive to four (4) pay periods prior to ratification and approval of these MOUs.

RECOMMENDATION:
Adopt Resolution No. 2024-60 Approving the Memorandum of Understanding with the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association, implementing a 3% general salary increase, and other changes, retroactive to four (4) pay periods prior to ratification and approval of the MOUs.

BACKGROUND:
The current Memorandums of Understanding (MOUs) between the City of Winters (City) and the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association Employee Groups expired June 30, 2024; however, the terms and conditions within those MOUs extend until a new agreement is approved by the City and the Associations.

City Representatives have been meeting with the Employee Group's members and collectively we have arrived at tentative agreements, which have been ratified by each of the listed employee groups. The redlined MOUs are exhibits A-D of Exhibit A of the Resolution. The final / clean version will be distributed to the members and posted on the

website with the date of this meeting, if approved by the City Council.

The agreement includes a 3% general salary increase for the positions noted below, retroactive to four (4) pay periods prior to ratification and approval of these MOUs.

Winters Department Head Employees

Position	A	B	C	D	E
Director of Administrative Services	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Director of Community Development	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Director of Finacial Management	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Director of Operations and Maintenace	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Fire Chief	$ 10,775	$ 11,314	$ 11,880	$ 12,474	$ 13,098
Police Chief	$ 10,775	$ 11,314	$ 11,880	$ 12,474	$ 13,098

Manager's Series Employees

Position	A	B	C	D	E
Building Official	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556
Environmental Services Manager	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556
Senior Accountant	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556
Senior Planner	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556

Police Officers Association

Position	A	B	C	D	E
Community Services Officer I	$3,731	$3,917	$4,113	$4,319	$ 4,534
Community Services Officer II	$4,571	$4,799	$5,039	$5,291	$ 5,555
Police Officer	$6,153	$6,461	$6,784	$7,123	$ 7,479
Sergeant	$7,197	$7,557	$7,935	$8,331	$ 8,748

Professional Firefighters Association

Position	A	B	C	E	E
Captain-Fire	$ 7,674	$ 8,058	$ 8,462	$ 8,884	$9,328
Engineer-Fire	$ 6,797	$ 7,138	$ 7,495	$ 7,869	$8,263
Firefighter	$ 6,519	$ 6,845	$ 7,187	$ 7,547	$7,925

DISCUSSION:

Negotiations included:

- A one-year term which allows time to review the results of the recent classification and compensation study for the entire organization.
- A 3% general salary increase.
- Standardizing bilingual incentive pay across the organization's groups eligible for

the incentive for internal equity and ease of administration, inclusive of a $25 increase to the monthly incentive for eligible certified bilingual employees; and

- Providing clarity to certain other areas of concern or practices.

In addition to the proposed compensation adjustments, other changes are noted in the red-lined document (Exhibits A-D of the Resolution) for each employee group. All dates were adjusted to reflect the current term.

Staff notes that minor administrative changes may be made to the attached document prior to execution but no substantive changes will be made to any items that have been previously ratified by the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association Employee Groups or by the City Council following this recommended action.

FISCAL IMPACT:

The 3% increase in salary retroactive to four (4) pay periods prior to ratification and approval of these MOUs, has been included in the FY 24-25 operating budget.

ATTACHMENTS:

1. Resolution No. 2024-60
    a. Exhibit A - Redlined MOU with the Winters Manager's Series Employees
    b. Exhibit B - Redlined MOU with the Winters Police Officers Association
    c. Exhibit C - Redlined MOU with the Winters Professional Firefighters Association
    d. Exhibit D - Redlined MOU with the Winters Management (Department Head) Employees

RESOLUTION NO. 2024-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING MEMORANDUMS OF UNDERSTANDING WITH THE WINTERS MANAGEMENT (DEPARTMENT HEAD) EMPLOYEES, WINTERS MANAGER'S SERIES EMPLOYEES, WINTERS POLICE OFFICERS ASSOCIATION, AND WINTERS PROFESSIONAL FIREFIGHTERS ASSOCIATION, IMPLEMENTING A 3% GENERAL SALARY INCREASE, AND OTHER CHANGES, RETROACTIVE TO FOUR (4) PAY PERIODS PRIOR TO RATIFICATION AND APPROVAL OF THE MOUS.

WHEREAS, the current Memorandums of Understanding (MOUs) between the City of Winters ("City") and the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association expired June 30, 2024; however, the terms and conditions within those MOUs extend until a new agreement is approved by the City and those Associations; and

WHEREAS, the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association and City management have reached a mutual agreement to the amendments described in the redline versions of the Memorandums of Understanding dated September 3, 2024, attached to the staff report; and

WHEREAS, each MOU includes a 3% general salary increase retroactive to four (4) pay periods prior to ratification and approval of the MOU as well as clarifications and minor adjustments: and

WHEREAS, the members of the Winters Management (Department Head) Employees, Winters Manager's Series Employees, Winters Police Officers Association, and Winters Professional Firefighters Association have ratified their respective MOUs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters does hereby approve the Memorandums of Understanding with the Winters Manager's Series Employees, Winters Police Officers Association, Winters Professional Firefighters Association, and Winters Management (Department Head) Employees, implementing a general salary increase of 3% for the members, attached hereto as Exhibits A, B, C, D, and incorporated herein by this reference.

DULY AND REGULARLY ADOPTED this 3rd day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

Bill Biasi, Mayor

ATTEST:

Jeremy Craig, City Clerk

Exhibit A
MOU with the Winters Manager's Series Employees

Exhibit B
MOU with the Winters Police Officers Association

Exhibit C
MOU with the Winters Professional Firefighters Association

Exhibit D
MOU with the Winters Management (Department Head) Employee Group

RESOLUTION NO. 2024-60
Adopted September 3, 2024

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MANAGER'S SERIES EMPLOYEES

Effective
July 1, 2024

TABLE OF CONTENTS

ARTICLE I. **GENERAL PROVISIONS**

SEC. 1.1 APPLICATION 3
SEC. 1.2 TERM 3

ARTICLE II. **COMPENSATION**

SEC. 2.1 SALARY 3
SEC. 2.2 ADMINISTRATIVE LEAVE 3
SEC. 2.3 CELLULAR PHONES 4
SEC. 2.4 DEFERRED COMPENSATION 4
SEC. 2.5 CALGOVEBA 4
SEC. 2.6 SOCIAL SECURITY 4
SEC. 2.7 STATE UNEMPLOYMENT INSURANCE 4
SEC. 2.8 LONGEVITY INCENTIVE 5
SEC. 2.9 UNIFORM 5

ARTICLE Ill. **MEDICAL AND RELATED BENEFITS**

SEC. 3.1 MEDICAL INSURANCE 5

SEC. 3.2 LONG TERM DISABILITY INSURANCE 6
SEC. 3.3 LIFE INSURANCE 6

ARTICLE IV. LEAVES

SEC. 4.1 HOLIDAYS 6
SEC. 4.2 VACATION LEAVE 7
SEC. 4.3 SICK LEAVE 7
SEC. 4.4 CATASTROPHIC ILLNESS OR INJURY 8

ARTICLE V. RETIREMENT

SEC. 5.1 RETIREMENT 8

ARTICLE VII. OTHER COMPENSABLE ITEMS

SEC. 7.1 OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN 9

SIGNATURE PAGE 10
EXHIBIT A 11

ARTICLE I
GENERAL PROVISIONS

1.1 **Application**

1.1.1 This Memorandum of Understanding applies to the following management employees:

Building Official
Environmental Service Manager
Senior Accountant
Senior Planner

1.2 **Term**

1.2.1 This Memorandum of Understanding shall remain in full force and effect from July 1, 2024 through June 30, 2025 and from year to year thereafter unless one party serves notice on the other.

ARTICLE II COMPENSATION

2.1 **Salary**

2.1.1 The salary schedule for employees covered by this Memorandum of Understanding are:.

~~Manager's Series Employees~~					
~~Position~~	~~A~~	~~8~~	~~C~~	~~D~~	~~E~~
~~Building Official~~	~~$ 7,411~~	~~$ 7,782~~	~~$ 8,170~~	~~$ 8,579~~	~~$ 9,008~~
~~Environmental Services Manager~~	~~$ 7,411~~	~~$ 7,782~~	~~$ 8,170~~	~~$ 8,579~~	~~$ 9,008~~
~~Public Works Superintendent (v)~~	~~$ 7,411~~	~~$ 7,782~~	~~$ 8,170~~	~~$ 8,579~~	~~$ 9,008~~
~~Senior Accountant~~	~~$ 7,411~~	~~$ 7,782~~	~~$ 8,170~~	~~$ 8,579~~	~~$ 9,008~~
~~Senior Planner~~	~~$ 7,411~~	~~$ 7,782~~	~~$ 8,170~~	~~$ 8,579~~	~~$ 9,008~~

Position	A	B	C	D	E
Building Official	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556
Environmental Services Manager	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556
Senior Accountant	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556
Senior Planner	$ 7,862	$ 8,255	$ 8,667	$ 9,101	$ 9,556

2.1.1. Effective retroactive to four (4) pay periods prior to ratification and approval of this MOU, the City also agrees to pay all Manager's Series Employees a three percent (3%) Base Wage General Salary Increase (GSI). Retroactivity will be paid in a lump sum, true up payment not later than the 2nd pay date after ratification and approval of the successor MOU.

.

2.2 **Administrative Leave**

2.2.1 All employees covered by this Memorandum of Understanding shall receive 10 days (90 hours) administrative leave per fiscal year beginning July 1st.. For a new employee, administrative leave will be prorated to 2.5 days (22.5 hours) for each full quarter remaining in the fiscal year.

2.2.2 With approval of the City Manager, employees may cash in administrative leave time up to (45) forty-five hours. Administrative leave balances do not carry over past June 30. Administrative leave balances have no cash value at separation.

2.3 **Cellular Phones.**

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

2.4 **Deferred Compensation.**

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

2.5 **CALGOVEBA**

All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), a Individual health reimbursement account, pursuant to IRS Tax-exempt

code 501 (c)(9). All employees agree to the contributions based on each pay period:

Salary reduction: Contribution:

Employee Category	Mandatory Contribution
Building Official	$50.00
Environmental Services Manager	$100.00
Sr Accountant	$75.00
Sr Planner	$50.00

2.6 **Social Security.**

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

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

2.7.1 The City shall pay all State Unemployment Insurance costs.

2.8 **Longevity Incentive.**

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

2.9 **Uniform**

2.9.1 The City shall provide the Building Official with uniform service and two pairs of OSHA approved safety shoes every year

2.10 **EDUCATION/ CERTIFICATION INCENTIVE**

An employee who provides evidence of having received a postgraduate degree from a recognized college/university or license from a recognized Certification Program which the City deems appropriate to the department they manage shall receive five percent (5%) of employee's base salary (no compounding). CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRA members.

CERTIFICATE / EDUCATION COMPOUNDING)	WAGE INCREASE (NO
Postgraduate degree (master's or doctorate)	5% above base wage
Certified Government Financial Manager (AGA)	5% above base wage
Certified HR Professional (SHRM-SCP/SPHR)	5% above base wage
Certified Public Accountant (CPA)	5% above base wage
Certified Planner (AICP)	5% above base wage
Certified Building Official (ICC)	5% above base wage

ARTICLE 111 MEDICAL AND RELATED BENEFITS

3.1 **Medical Insurance**

3.1.1

(a) Cafeteria Allowance (Effective January 1, 2023). The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

Coverage Level	Monthly Allowance
Employee Only	$1,469
Employee +1	$2,081.00
Family	$2386.00

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

Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount (Effective January 1, 2023). Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to the "employee only" rate in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

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

3.2 **Long Term Disability Insurance**

3.2.1 The City shall provide to all employees covered by this Memorandum of Understanding coverage in the long-term disability insurance plan. Employer paid.

3.3 **Life Insurance**

3.3.1 The City shall maintain in effect life insurance for all employees covered by this Memorandum of Understanding in the amount of one-times employee's annual salary. Employer paid.

ARTICLE IV LEAVES

4.1 **Holidays**

4.1.1 Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day After Thanksgiving Day
11. December 24th
12. December 25th

4.1.2. If a holiday listed above(# 1 - 12) falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed except; if the holiday (# 1 - 12) falls on or would be observed on a "closed day" based on an alternative shift (9/80, 4/10s), then the hours equivalent to your normal work shift will be added to your floating holiday bank.

4.1.3 Employees shall receive the following holidays(# 13 & 14) only when the holiday falls on a regularly scheduled workday (not Saturday, Sunday, or a "closed day" due to an alternative work schedule).

13. Half Day Good Friday (1/2 day defined by hours of operations)-
14. Cesar Chavez Day

4.1.4 Every employee shall receive two (2) floating holidays per fiscal year. These two floating holidays have no cash value and do not carry forward.

4.1.5 Pay for the holiday or hours added to the floating holiday bank will be equal to the normal daily hours an employee would normally have worked on the observance/closed date.

4.1.6 In the event a holiday falls on an employee's regularly scheduled workday and the employee is required to work, the employee shall be paid for actual worked hours and receive holiday straight time pay.

4.2 **Vacation Leave**

4.2.1 Employees shall earn (accrue) paid vacation leave on a bi-weekly basis at each pay period. Vacation time shall be prorated in any partially worked bi-weekly pay period. The vacation leave earning rate for each employee shall be:

Years of Service	Hours Accrued per Bi-Weekly Pav Period	Annual Accrual Hours	Equivalent to Standard (8 hr days)
0 through 3	3.693	96	12
4 through 6	4.616	120	15
7 throuqh 9	5.231	136	17
10 through 12	6.154	160	20
13 throuqh 16	6.77	176	22
17 throuqh 22	7.693	200	25
23+	8.308	216	27

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

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

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

4.3 Sick Leave

Employees shall earn (accrue) sick leave on a bi-weekly basis at each pay period. Sick leave shall be prorated in any partially worked bi-weekly pay period. The sick leave earning rate for each employee shall be as follows:

Hours Accrued per Bi-Weekly Pay Period	Annual Accrual Hours	Equivalent to Standard (8 hr days)
3.693	96	12

An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may accrue. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. Employees who retire from the City of Winters with 20 years or more of service may receive 1/2 cash out, up to 500 hours. Remaining hours above the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

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

4.3.2 An employee may take five (5) days off of Sick Leave for bereavement which will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

4.3.3 Employees shall not accrue sick leave when they are not in a City-paid leave status (e.g. off but not using vacation or sick time)

4.4 Catastrophic Illness or Injury

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

ARTICLE V RETIREMENT

5.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

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

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

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

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

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

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

ARTICLE VI OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

6.1 Other Compensable Items Not Set Forth Herein

6.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Memorandum of Understanding shall continue to be compensated by the City of Winters at the rate applicable on July 1, 2024 unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Approved by the City of Winters Manager's Series Employee Association on the 3rd day of September . 2024.

BY: _____
Association Representative

BY: _____
Association Representative

Accepted for submittal to the City Council on the 3rd day of September, 2024.

BY: _____
Jeremy Craig ..City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 3rd day of September 2024.

_____
Bill Biasi, Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
POLICE OFFICERS ASSOCIATION

Effective July 1, ,
2024

RESOLUTION 2024-60
Adoption September 3,2024

MEMORANDUM OF UNDERSTANDING

ARTICLE		PAGE
Index		2
Preamble		3
Article 1 -	Recognition	3
Article 2	Memorandum of Understanding Ratification	3
Article 3	Management Rights	3
Article 4	Association Rights	4
Article 5	Association Security and Dues	5
Article 6	No Strike/No Lockout	6
Article 7	Layoff Procedures	7
Article 8	Wages, Merit Steps, Benefits, and Wage Plan Administration	7
Article 9	Probation, New Classification, Reclassification, Acting Appointment, and Promotion	14
Article 10 -	Personnel Records	16
Article 11 -	Hours of Work	16
Article 12 -	Overtime	19
Article 13 -	Sick Leave	21
Article 14 -	Holidays	22
Article 15 -	Vacations	23
Article 16 -	Training Schools/Fees	24
Article 17 -	Time Off to Employee Representatives	25
Article 18 -	Workers' Compensation Insurance	25
Article 19 -	Leave of Absence	26
Article 20 -	Discipline	27
Article 21 -	Grievance Procedures	29
Article 22 -	Safety and Health	31
Article 23 -	Non-Discrimination	32
Article 24 -	Savings Provision	32
Article 25 -	Term of Memorandum of Understanding	33
Article 26 -	Conclusiveness of Memorandum of Understanding	33
Signature Page		33

****PREAMBLE****

This Memorandum of Understanding (MOU) is entered into this 3rd day of September 2024, between the City of Winters (hereinafter referred to as City) and the Winters Police Officers Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

****

ARTICLE 1 - RECOGNITION

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

Community Service Officer
Police Officer
Police Sergeant

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

ARTICLE 2 - MEMORANDUM OF UNDERSTANDING RATIFICATION

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

B. Schedule work hours and or work periods, determine the number and duration of work periods, and establish, modify, or change work schedules, and determine the necessity of overtime and the amount of overtime required.

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

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

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

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

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

H. Determine the financial policy, including accounting procedures.

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

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Establish, modify, eliminate or enforce rules and regulations and determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms and hiring part time employees.

M. Require employees, where necessary, to take in-service training courses during working hours.

N. Take any necessary action to carry out City responsibilities in cases of an emergency.

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

ARTICLE 4 - ASSOCIATION RIGHTS

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

B. The Association may schedule use of meeting space within City facilities outside working hours, provided there are no legal prohibitions, and such space is available. The Association may use City equipment normally used in the conduct of business meetings, such as desks, chairs, blackboards, etc. Use of City equipment and space shall not disrupt department operations.

C. The Association will have reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. Reasonable advance notice is defined as public noticing as published by the City Clerk pursuant to state law, with a copy of the notice sent to the Association President. In addition, employees will be provided copies of special orders, general orders, training bulletins, department rules and regulations, and a copy of this MOU.

D. The City will provide an Association office in any new facility obtained for the Police Department.

E. The City will allow the three principal Association officers (President, Vice-President and Secretary! Treasurer) time to conduct Association business during the officer's duty shift if the officer is not otherwise engaged in an investigation and is available to answer dispatched calls.

F. With prior approval of the Police Chief and/or City Manager, authorized agents of the Association shall have access to City premises during work hours (8:00 A.M. to 5:00 P.M.), Monday through Friday, for purposes of adjusting disputes, investigating working conditions, and such other matters, as may be requested by the Association and approved by the City. Access may be restricted so as not to interfere with the conduct of City services and safety or security standards.

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

ARTICLE 5 - ASSOCIATION SECURITY AND DUES

A. It is the intent of this Article to provide payroll deductions for Association members to be deducted from their warrants insofar as permitted by law. Following receipt of written certification from the Winters Police Officers' Association (WPOA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit to the Association WPOA dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts over 24

pay periods, and a check for the total deductions shall be submitted to the Winters Police Officers Association, at the end of each month.

B. The written certification from the WPOA for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the WPOA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall promptly cease Association dues deductions from the employee's paycheck.

C. An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

D. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

E. The Association shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to implementation and compliance with this Article.

F. Pursuant to Government Code Sections 3555-3557, an Association representative shall receive not less than 10 days' notice, from the City, in advance of a new hire orientation for represented classifications, except in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. During the time the employee is scheduled for orientation in the Personnel Office, a period of fifteen (15) minutes will be allowed to an Association representative to present information about joining the Association.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

Compliance with the request of other labor organizations is included within this prohibition.

ARTICLE 7 - LAYOFF PROCEDURES

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

A. The Association shall be given at least sixty (60) days' notice prior to the effective date of the layoff. The City and Association agree to meet and confer to discuss alternatives to layoff and layoff procedures.

B. Employees shall be given at least forty-five (45) days' notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.

C. No new employee shall be hired in the Police Officer or Police Sergeant classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff. Probationary employees may be rehired without regard to seniority order, only after regular employees have been rehired. Reinstatement must be exercised within twenty (20) work days after the City deposits written notice of recall from layoff in the United States mail addressed to the employee's last known address by Certified Mail - Return Receipt Requested.

D. Employees who leave the Association to accept another position in the City service shall, upon completion of the probationary period in the new position, lose all seniority rights to their former positions.

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

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

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

Effective retroactive to four (4) pay periods prior to ratification and approval of this MOU, the City will pay WPOA members a three percent (3%) General Salary Increase (GSI). Retroactivity will be paid in a lump sum, true up payment not later than the second pay date after ratification and approval of this MOU.

~~Position~~	~~A~~	~~B~~	~~C~~	~~D~~	~~E~~
~~Community Services Officer I~~	~~$ 3,516~~	~~$ 3,692~~	~~$ 3,877~~	~~$ 4,071~~	~~$ 4,274~~
~~Community Services Officer II~~	~~$ 4,308~~	~~$ 4,523~~	~~$ 4,750~~	~~$ 4,988~~	~~$ 5,236~~
~~Police Officer~~	~~$ 5,800~~	~~$ 6,090~~	~~$ 6,395~~	~~$ 6,714~~	~~$ 7,050~~
~~Police Sergeant~~	~~$ 6,784~~	~~$ 7,123~~	~~$ 7,479~~	~~$ 7,853~~	~~$ 8,246~~

Position	A	B	C	D	E
Community Services Officer I	$3,731	$3,917	$4,113	$4,319	$ 4,534
Community Services Officer II	$4,571	$4,799	$5,039	$5,291	$ 5,555
Police Officer	$6,153	$6,461	$6,784	$7,123	$ 7,479
Sergeant	$7,197	$7,557	$7,935	$8,331	$ 8,748

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

B. The City commits and will use best efforts to complete a comprehensive Salary Survey prior to the next round of negotiations for a successor Memorandum of Understanding. The City will review this wage scale and survey base wages of the Police Officer classification in the jurisdictions of: Auburn, Davis, Dixon, Galt, Marysville, Oroville, Placerville, Rocklin, Vacaville, West Sacramento, and the Yolo County Sheriff's Department. The purpose of this survey will be a reference check on the base wages paid in Winters.

C. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Fair Labor Standards Act provisions shall be used to determine

which benefits are required to be used in calculating overtime pay.

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

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

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

3. Bilingual Pay - An employee who routinely and consistently is required to communicate in both English and Spanish, and holds a current Spanish Language Proficiency Certification pursuant to department standards shall receive a bilingual pay incentive in the amount of two hundred and twenty-five dollars ($225) per month. The cost of testing will be paid for by the City of Winters. Members will be allowed unobligated on-duty time to complete the test. Test scheduling is at City discretion.

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

Coverage Level	Monthly Allowance
Employee Only	$1399
Employee +1	$1982
Family	$2273

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

allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid

on the next pay period following ratification of this MOU to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

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

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

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

Police Officers (Sworn Only)

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

Tier Two Retirement Formula
Safety employees hired in 2012 will receive a 2% @ 50, with a three year average compensation formula.

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

Employees shall pay the employee rate.

Community Service Officer

Tier One Retirement Formula

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

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

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

Employees shall pay the employee rate.

6. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.

7. Education Incentive -An employee who provides evidence of having received a degree from a recognized college/university or a post certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

CERTIFICATE/EDUCATION	WAGE INCREASE
AA/AS Degree/Intermediate Post	5% above base wage
BA/BS Degree/Advanced Post	10% above base wage

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

8. Longevity Recognition - An employee who has completed five (5) consecutive years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6^{th}) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the anniversary of the employee's full time hire date.

9. Jury Duty- Employees receiving a jury summons will be provided paid release

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

10. Field Training Officers - Employees assigned as Field Training Officers (FTO's) shall receive $2.50 per hour while actively engaged in training officer duties.

11. Court Time -A minimum of four (4) hours overtime shall be paid for mandatory court appearances made on behalf of the City of Winters and outside an employee's scheduled working hours. When a court appearance begins less than four (4) hours before the start of the employee's next scheduled shift, another scheduled court, or other scheduled detail, overtime compensation will begin at the time of the scheduled court appearance and continue until the start of the employee's next scheduled shift, court appearance, or detail , including lunch recess that may be involved.

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

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

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

12. Deferred Compensation - An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city after this MOU goes in to effect, the City will contribute up to $500.00 annually. (The City contribution is frozen at this time.)

13. Association Time - Individual Association members may donate, from their

accrued vacation leave, holiday leave, or compensatory time off, to the Association for Association business. The President of the Association may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed between the Chief of Police and the Association that additional members may be absent. Two (2) weeks advance notice of use of time shall be given. The time may be used only in hourly increments.

14. Counseling Services- The City will provide psychological counseling services for employees and their families as developed and administered by the Yolo County Risk Management Authority.

15. Life Insurance - The City shall maintain in effect life insurance for all employees covered by this MOU in the amount of $50,000 of coverage, employer paid.

16. Employees assigned as Detectives/SRO may be provided a Department vehicle at the discretion of the Chief of Police. Vehicles shall only be operated by the designated employee, or other Department employees, as necessary, and used only for official Departmental business. Employees shall not be compensated for travel time while driving department vehicles to and from their residence and their assigned work location, unless called back to work in accordance with Article 12.G of this MOU.

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

17. All employees covered under this Memorandum of Understanding agree to participate in the California Government VEBA (CALGOVEBA), an Individual health reimbursement account, pursuant to IRS Tax-exempt code 501 1(9). All employees agree to a $25.00 per pay period contribution.

D. SALARY PLAN ADMINISTRATION

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

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

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to

beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.

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

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee. However, an addendum by a superior officer may be attached with the acknowledgement of the employee.

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

   c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is below standards, a step increase may not be granted. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

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

A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.

   1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee who has successfully completed a POST academy. New hires, without a POST academy, shall have an eighteen (18) month probationary period.

   2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as

determined by the Police Chief. The probationary period may be extended for any leave of absence granted pursuant to Article 19.

3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

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

D. Reclassification - Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City. The City and Association agree to meet and confer if classifications in this MOU are being reclassified.

D. Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. The employee shall receive $200.00 (two hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City, employee, and the Association.

2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.

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

1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.

2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in Article 20.

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

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential; however, certain personnel records may be released to the public in accordance to applicable law.
Access to personnel records shall be limited to the City Manager, Human Resources Manager and the Police Chief or their designee in accordance to applicable law.
An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK

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

A. Shifts
Patrol shifts shall be as follows:
Team A: Sunday, Monday, Tuesday and every other Wednesday from 0600-1800 Hours.
Team B: Sunday, Monday ,Tuesday and every other Saturday from 1800-0600 Hours.
Team C: Thursday, Friday, Saturday and every other Wednesday from 0600-1800 Hours.
Team D: Wednesday, Thursday, Friday and every other Saturday from 1800-0600 Hours.
A/B Cover: Every other Saturday and every Sunday, Monday and Tuesday from 1400-0200 hours. Days and hours may be altered by the Chief of Police to cover for other shifts as per the needs of the Department.
C/D Cover: Every Wednesday, Thursday, Friday and every other Saturday from 1000-2200. Days and hours may be altered by the Chief of Police to cover for other shifts as per the needs of the Department.
A/B Supervisor: Every other Saturday and every Sunday, Monday, Tuesday from 1200-2400. Days and hours may be altered by the Chief of Police to cover for other shifts as per the needs of the Department.
C/D Supervisor: Every Wednesday, Thursday, Friday and every other Saturday from 1200-2400. Days and hours may be altered by the Chief of Police to cover for other shifts as per the needs of the Department.
Detective: This shift shall work Tuesday- Friday from 0800-1800 Hours but may be changed due to scheduling or change in work assignments.

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

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

Unless by mutual agreement or exigent circumstances, the parties agree that employees will not be regularly scheduled with less than ten (10) hour rest periods.

between the end of regular scheduled shifts and the beginning of regular scheduled shifts as outlined in Section A. above.

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

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

Patrol shift rotation shall occur twice per year with each rotation period lasting twenty-six (26) weeks. The first shift rotation period will begin on the first day of the pay period beginning nearest to January 1 and last twenty-six (26) weeks. The second rotation period will begin on the first day of the pay period twenty-six (26) weeks later. Bidding shall take place two (2) times per year. Bidding for the first shift rotation period of the new calendar year will begin no later than November 1 and conclude no later than November 7. Bidding for the second rotation period will begin no later May 1 and conclude no later than May 7.

Police Officers may bid and work the same shift hours two (2) consecutive shift rotation periods and then must bid for a shift with different shift hours (i.e. days to nights) unless not feasible by seniority.

Bidding for Shift Schedules will be by rank and by seniority in rank. The Detective will be assigned to the "Detective" shift as outlined on the shift schedule.

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

B. Rest Periods

Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift plus a thirty (30) minute lunch break. Employees will be considered to be on duty during rest periods and lunch break. An employee working a shift over 8 hours will have an extra 15 minute break for

every two hours worked. Breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

Whenever an employee is assigned to a fixed schedule of more than 10 hours, there shall be a mandatory minimum rest period of eight (8) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift except in situations deemed to be an emergency.

Examples:
1. If an employee completes a regular work shift at 6am and has a scheduled court appearance at 2pm the same day, the 8 consecutive hours occurs between 6am and 2pm and there is no mandatory rest period after the court appearance is completed.
2. If an employee completes a regular work shift at 6am and has a scheduled court appearance at 10am the same day, and the court appearance is over by 11:00am, the 8 consecutive hours occurs between 11:00am and 7pm, the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.
3. If an employee completes a regular work shift at 6am and has a court appearance at 8:30am and the court appearance is completed at 12 noon, and the employee is scheduled to come back to work for a regular work shift that day, the employee may not come to work for the next regular work shift that day until 8pm. The employee is required to take either vacation, compensatory time, or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on duty supervisor.

C. Community Services Officer

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

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

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

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

ARTICLE 12 - OVERTIME

A. Although all classifications listed in Article 1 are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA) the City may designate certain positions exempt per Department of Labor standards. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

B. The traditional work cycle for all employees within the bargaining group shall be an eighty (80) hour pay period within a two (2) week or fourteen (14) Calendar day cycle. Overtime shall be paid under this MOU for any hours worked outside an employee's regular scheduled work hours in one (1) day or eighty (80) hours in a two (2) week work period. Overtime shall be paid at one and one-half (1.5) times the employee's regular rate of pay. Hours shall not include any leave of absence pursuant to Article 19.

C. All overtime must have authorization of a supervisor prior to starting overtime work, except when an emergency situation arises which necessitates overtime work beyond an employee's regular shift. Employees shall not spend excessive amounts of time at their work station before or after their normal work period. Such incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

D. The City will provide an employee with one (1) week prior notification of anticipated scheduled overtime. If this notification is not given, an employee may refuse to work the overtime. This shall not include exigent circumstances or staffing related emergencies which may not allow the one (1) week notification.

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

F. Employees will be provided with a locker for their own personal convenience and may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Time spent in changing clothes before or after a shift is not considered hours worked and are not compensated in any manner whatsoever.

G. 1. Callback - An employee who is called back to work before or after working a regular shift or work week will be compensated at the overtime rate for a

minimum of two (2) hours or for actual hours worked, whichever is greater. Callback begins the moment the employee receives notification of the call back. When a callback occurs within two (2) hours of the start of the employee's next scheduled shift, scheduled court appearance, or other scheduled detail, overtime compensation will begin at the time the employee is called back and continue only until the employee's next scheduled shift, scheduled court appearance, or other scheduled detail.

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

H. Compensatory Time Off (CTO) may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at the rate of time and one-half for all hours worked excess of the regularly scheduled work shift hours in a fourteen (14) day cycle, and/or in excess of their regularly scheduled work hours in one (1) day. Employees may accrue up to forty-four (44) hours of compensatory time off each year. Once per year, during the last regularly scheduled payroll in June, the City will automatically "cash out" all unused compensatory time using the employee's base rate of pay as of June 30th of that year.

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

ARTICLE 13 - SICK LEAVE

A. Employees shall earn (accrue) sick leave on a bi-weekly basis at each pay period. Sick leave shall be prorated in any partially worked bi-weekly pay period. The sick leave earning rate for each employee shall be as follows:

Hours Accrued per Bi-Weekly Pay Period	Annual Accrual Hours	Equivalent to Standard (8 hr days)
3.693	96	12

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

C. Employees shall not accrue sick leave when they are not in a City-paid leave status.

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

E. Bereavement Leave - (Police Officers) Up to three (3) consecutive sick leave days on the 12 hour schedule, or 4 days on the 10 hour schedule may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the Sick Leave Bonus, but will be subtracted from accrued sick leave.
CSO will receive 48/54 for 9/80 schedule.

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

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

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

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

1. When the receiving employee faces financial hardship due to injury or the

prolonged illness of the employee, employee's spouse or child,

2. The receiving employee has exhausted all leave credits,

3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.

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

ARTICLE 14 - HOLIDAYS

A. Sworn employees covered by this MOU shall receive holiday in-lieu of pay at 7% of base salary paid bi-weekly.

B. Non-sworn Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. December 24th
12. December 25th

C. If a holiday listed above(# 1 - 12) falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed except; if the holiday(# 1 - 12) falls on or would be observed on a "closed day" based on an alternative shift (9/80, 4/1Os), then the hours equivalent to your normal work shift will be added to your floating holiday bank.

D. Employees shall receive the following holidays(# 13 & 14) only when the holiday falls on a regularly scheduled workday (not Saturday, Sunday, or a "closed day" due to an alternative work schedule).

13. Half Day Good Friday (1/2 day defined by hours of operations).
14. Cesar Chavez Day

E. Every employee shall receive two (2) floating holidays per fiscal year. These two floating holidays have no cash value and do not carry forward.

F. Pay for the holiday or hours added to the floating holiday bank will be equal to the normal daily hours an employee would normally have worked on the observance/closed date.

G. In the event a holiday falls on an employee's regularly scheduled workday and the employee is required to work, the employee shall be paid for actual worked hours and receive holiday straight time pay.

ARTICLE 15 - VACATIONS

A. Employees shall earn (accrue) paid vacation leave on a bi-weekly basis at each pay period. Vacation time shall be prorated in any partially worked bi-weekly pay period. The vacation leave earning rate for each employee shall be as follows:

Years of Service	Hours Accrued per Bi-Weekly Pav Period	Annual Accrual Hours	Equivalent to Standard (8 hr days)
0 through 3	3.693	96	12
4 throuqh 6	4.616	120	15
7 through 9	5.231	136	17
10 throuqh 12	6.154	160	20
13 through 16	6.77	176	22
17 throuqh 22	7.693	200	25
23+	8.308	216	27

B. Vacations shall be scheduled by the employees with the approval of the Chief of Police, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.

C. Vacation leave shall not be granted during the first six (6) months of an employee's original probationary period.

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

E. Employees granted a leave of absence pursuant to Article 19 or absent from duty when not authorized by the City shall not earn vacation leave.

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

G. Employees may cash in their accrued vacation hours on approval of the City.

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

I. All employees shall take at least one (1) week (scheduled consecutive work days) away from the job each year, which can be a combination of vacation, CTO, holiday, and floating holiday.

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

ARTICLE 16 - TRAINING SCHOOLS/FEES

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

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

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

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

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

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

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

ARTICLE 17 - TIME OFF TO EMPLOYEE REPRESENTATIVES

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

ARTICLE 18 - WORKERS' COMPENSATION INSURANCE

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

A. Industrial Injuries and Accidents

1. Employees shall report any work related injury, illness, or exposure which requires medical treatment to the appropriate department supervisor as soon as physically possible.

2. Employees shall report any work related injury, illness, or exposure of which the employee is aware which does not require medical treatment to the appropriate department supervisor as soon as possible, but in any event by the end of the employee's shift on which the injury, exposure or illness occurred.

3. If an injured employee remains eligible for Workers' Compensation temporary disability benefits beyond one (1) year, full salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

4. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and who has exhausted "4850 pay" eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

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

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

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

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

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

ARTICLE 19 - LEAVE OF ABSENCE

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

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

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

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

D. Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in City service.

E. As approved by the Police Chief an employee may return to work prior to the expiration of a leave of absence.

F. Persons employed by the City to fill positions made vacant by an employee on leave of absence shall hold such positions subject to being laid off upon the return of the employee on leave. Employees promoted to fill positions made vacant by employees on leave shall hold such positions subject to being returned to their former position upon return of the employee.

G. Military leave shall be granted in accordance with the provision of appropriate law.

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

ARTICLE 20 - DISCIPLINE

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

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

1. Fraud in securing appointment
2. Inefficiency
3. Insubordination
4. Dishonesty or theft
5. Drunkenness on duty
6. Addiction to the use of controlled substances
7. Discourteous treatment of the public or other employees
8. Willful disobedience
9. Negligent or willful misuse of City property.
10. Neglect of duty (not performing assigned tasks).
11. Conviction of any criminal act involving moral turpitude or felony.
12. Excessive or unexcused absence or tardiness.
13. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
14. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any act or information relative to actual or suspected violation of any laws of this State or of the United States occurring on the job or directly related thereto.

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

1. Documented Oral Counseling or Written Reprimand - When the Department Head or immediate supervisor determines more severe action is not immediately necessary, a documented oral counseling, or written reprimand can be prepared detailing the deficiency or problem.
    a. A copy of the documented oral counseling shall be filed in the supervisor's evaluation file for the employee after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. The documented oral counseling may be incorporated into the employee's evaluation for that period and then destroyed.
    b. A written reprimand shall be filed in the employee's personnel file after being signed by and a copy given to the employee. A written reprimand shall remain in an employee's file for a period of three (3) years. A written reprimand may be withdrawn from an employee's official personnel file after two (2) years from the date of issuance by making a written request to the Chief of Police. Approval of removal will be based upon improved performance. A documented oral counseling shall remain in an employee's file until the next evaluation period.
    c. Documented oral counseling and written reprimands are not subject to the appeal process as outlined in this article.
    d. Failure to correct deficiencies and improve to meet standards may result in further progressive discipline.

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

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

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

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

C. Notice of Proposed Disciplinary Action - Excluding documented oral counselings and written reprimands, and except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected

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

D. Disciplinary Hearing - The disciplinary hearing is a formal meeting at which the employee has an opportunity to rebut the charges or to state any mitigating circumstances. The City Manager or designee shall hear and consider the employee's response.

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

F. Appeal of Decision - In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing. The City Council shall hear the matter, and after due consideration, shall give a written decision to the employee within twenty (20) calendar days.

G. Employee Representation - Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal - No employee shall be penalized in any way for participating in the appeal process.

I. Multiple Penalties - No employee shall receive more than one (1) disciplinary action for an individual violation.

ARTICLE 21 - GRIEVANCE PROCEDURES Police only

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

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

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

B. Formal Grievance Procedure - An employee filing a formal appeal shall do so in

accordance with the following:

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

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

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

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

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

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

D. Conduct of Grievance Procedure.

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

2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.
3. The employee shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 22 - **SAFETY AND HEALTH** Police only

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

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

1. Duty belt and belt accessories:
   a. Duty belt w/ brass buckle
   b. (4) keepers
   c. Holster for sidearm (Level II or above)
   d. Magazine case (double)
   e. Handcuff case (double or two single cases)
   f. OC case
   g. Flashlight case
   h. Conducted Energy Device holster
   1. Expandable baton holder
   j. Straight baton ring
   k. Protective glove pouch
   l. Radio holder
2. Sidearm w/ 3 magazines and under barrel light
3. Patrol Rifle w/ 3 magazines and under barrel light (upon completion of POST certified course and qualification)
4. Handcuffs (2 pair)
5. OC
6. Flashlight
7. Conducted Energy Device
8. Expandable baton
9. Baton

10. Radio
11. Ballistic vest
12. Ballistic helmet
13. Leg restraints
14. Baseball cap
15. Duty/Raincoat
16. Rain pants
17. Badge
18. Hat badge

All the foregoing equipment is City owned and will be used and maintained as the City deems necessary. Items which become unserviceable as a result of normal use or through no substantial fault of the employee shall be replaced by the City.

A. With the Police Chiefs approval, an employee may substitute privately owned equipment for City issued equipment, or utilize additional private safety equipment.

B. Upon leaving City service an employee shall return all issued equipment. The cost of damaged or missing equipment may be deducted from an employee's final check.

C. Personal property are those items necessary during job-related activities. Items include, but are not limited to uniforms, eyewear, watches, and false teeth.

D. The City may reimburse an employee for the repair or replacement cost of approved personal property that is damaged, destroyed or lost in the line of duty not to exceed $150.00 (one hundred fifty dollars) per occurrence. Replacement shall not include cash or coins, credit cards, or decorative jewelry.

E. Personal property claims must have a police report or memo to the Chief of Police attached to the claim identifying loss or damage in the course of law enforcement action(s).

ARTICLE 23 - NON-DISCRIMINATION

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

ARTICLE 24 - SAVINGS PROVISION

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

ARTICLE 25 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from July 1, 2024, through June 30, 2025.

ARTICLE 26 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

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

Approved by the City of Winters Police Officers Association on the 3rd day of September 2024.

BY: _____ BY: _____
Association Representative Association Representative

Accepted for submittal to the City Council on the 3rd day of September 2024.

BY:_____
Jeremy Craig, City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 3rd day of September 2024.

_____
Bill Biasi, Mayor

ATTEST: _____
City Clerk

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
PROFESSIONAL FIREFIGHTERS' ASSOCIATION

EFFECTIVE JULY 1, 2024

APPROVED BY WINTERS CITY COUNCIL September 3, 2024

RESOLUTION 202460

INDEX

Contents

PREAMBLE 3
ARTICLE 1 - RECOGNITION....3
ARTICLE 2 -ASSOCIATION AND CITY COUNCIL APPROVAL....3
ARTICLE 3 - MANAGEMENT RIGHTS....3
ARTICLE 6 - NO STRIKE/NO LOCKOUT....5
ARTICLE 7 - LAYOFF PROCEDURES....5
ARTICLE 8 - BASE WAGES AND STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION....6
ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION....10
ARTICLE 10 - PERSONNEL RECORDS....11
ARTICLE 11 - HOURS OF WORK....12
ARTICLE 12 - OVERTIME....14
ARTICLE 13 -SICK LEAVE....14
ARTICLE 14 – HOLIDAYS....15
ARTICLE 15-VACATIONS....16
ARTICLE 16 -TRAINING SCHOOLS/FEES....16
ARTICLE 17 -TIME OFF TO EMPLOYEE REPRESENTATIVES....17
ARTICLE 18 -WORKERS' COMPENSATION INSURANCE....17
ARTICLE 19 - LEAVE OF ABSENCE....18
ARTICLE 20 - DISCIPLINE AND DISCHARGE....18
ARTICLE 21 - STRIKE TEAM ASSIGNMENTS AND COMPENSATION....24
ARTICLE 22 - OUTISIDE EMPLOYMENT....24
ARTICLE 23 - GRIEVANCE PROCEDURES....25
ARTICLE 24- NON-DISCRIMINATION....27
ARTICLE 25 - SAVINGS PROVISION....27
ARTICLE 26 -TERM OF MEMORANDUM OF UNDERSTANDING....27
ARTICLE 27 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING....28

PREAMBLE

This Memorandum of Understanding (MOU) is entered into July 1, 2024 through June 30, 2025 between the City of Winters (hereinafter referred to as City) and the City of Winters Professional Firefighters Association (hereinafter referred to as Association) pursuant to Government Code Section 3500 to 3510.

ARTICLE 1 - RECOGNITION

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

Firefighter
Fire Engineer
Fire Captain

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

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

ARTICLE 2 -ASSOCIATION AND CITY COUNCIL APPROVAL

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 4 -ASSOCIATION RIGHTS

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

ARTICLE 5 -ASSOCIATION DUES AND SECURITY

A. It is the intent of this Article to provide payroll deductions for Association members to be deducted from their warrants insofar as permitted by law. Following receipt of written certification from the Winters Professional Firefighters Association (WPFA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit to the Association WPFA dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be made in equal amounts over 24 pay periods, and a check for the total deductions shall be submitted to the Winters Professional Firefighters Association, at the end of each pay period.

B. The written certification from the Winters Professional Firefighters Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the WPFA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall promptly cease Association dues deductions from the employee's paycheck.

C. An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

D. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

E. The Association shall indemnify, defend and hold the City harmless from and against all claims, demands and liabilities and other actions relating to implementation and compliance with this Article.

F. Pursuant to Government Code Sections 3555-3557, an Association representative shall receive not less than 10 days' notice, from the City, in advance of a new hire orientation for represented classifications, except in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. During the time the employee is scheduled for orientation in the Personnel Office, a period of fifteen (15) minutes will be allowed to an Association representative to present information about joining the Association.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

ARTICLE 7 - LAYOFF PROCEDURES

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

A. Employees shall be given at least forty-five (45) days notice prior to layoff. Employees on probation can be laid off without regard to seniority order or noticing.

B. The order of layoff of employees shall be as follow: Temporary part-time employees; Probationary employees; Permanent employees. Part-time employees shall be laid off before full-time employees.

C. No new employee shall be hired in the Firefighter, Engineer and Captain Classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff.

D. Probationary employees may be rehired without regard to seniority order, only after regular employees have been rehired. Reinstatement must be exercised within twenty (20) workdays after the City deposits written notice from layoff in the United States mail addressed to the employee's last known address by Certified Mail - Return Receipt Requested.

E. Employees who are in the laid off status must maintain all certification for the position they previously held to be considered eligible for rehire. The rehire list shall be maintained for a maximum of 24 months.

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

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

Effective retroactive to four (4) pay periods prior to ratification and approval of this MOU,the City will pay Winters Professionals Firefighters Association members a three percent (3%) Base Wage General Salary Increase (GSI). Retroactivity will be paid in a lump sum, true up payment not later than the second pay period after ratification and approval of this MOU.

Position	A	B	C	E	E
Captain-Fire	$ 7,674	$ 8,058	$ 8,462	$ 8,884	$9,328
Engineer-Fire	$ 6,797	$ 7,138	$ 7,495	$ 7,869	$8,263
Firefighter	$ 6,519	$ 6,845	$ 7,187	$ 7,547	$7,925

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

A. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Monthly benefits shall be prorated for any partially worked month.
B. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.
   1. Uniform Allowance- Each employee in the Fire Department shall be eligible to receive new uniforms annually purchased by the City of Winters, and report to CalPERS in an amount not to exceed $1000 annually. The City shall report Uniform Allowance to the California Public Employees' Retirement System (CalPERS) monthly, or on a per pay period basis, and in accordance with the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA), and applicable regulations.
   2. Bilingual incentive - An employee who routinely and consistently is required to communicate in both English and Spanish and holds a current Spanish language Proficiency Certification pursuant to department/City standards, shall receive a bilingual pay incentive in the amount of two hundred and twenty-five dollars ($225) per month. To the extent permitted by law, bilingual premium pay for those who routinely and consistently are required to use communication skills in Spanish will be treated and reported as pensionable special compensation. The parties, however, further agree that CalPERS makes the final determination of the reportable status of this pay.
   3. Insurance -

      (a) Cafeteria Allowance (Effective January 1, 2022). The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

Coverage Level	Monthly Allowance
Employee Only	$1,399.00
Employee +1	$1982.00
Family	$2273.00

Any portion of the monthly allowance that is not allocated towards the

purchase of benefits under the Plan shall be paid to the employee as taxable wages. Effective January 1, 2022 and every year thereafter during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser Permanente plan in the CalPERS "Region 1", (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance, but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.
Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the next pay period following ratification of this MOU to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount (Effective January 1,2022). Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to The “Employee Only Rate” in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

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

4. Public Employees Retirement System (PERS) -

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

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

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

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

C.

CERTIFICATE/EDUCATION	WAGE INCREASE
AA/AS Degree	4% above base wage
BA/BS Degree	10% above base wage

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

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

D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has

twenty- six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Wednesday.
3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.

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

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

A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.

1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months for an employee.
2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Fire Chief. The probationary period may be extended for any leave of absence granted.
3. During the probationary period, an employee will be evaluated every four (4)

months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

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

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

D. Temporary Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. Acting capacity is for long term (greater than 30 day) assignments. The employee shall receive 5% above their current base pay or step A of the position being filled, whichever is greater.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City and employee.
2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.

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

1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.
2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion.
3. Nothing in this section shall be construed as limiting the City to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

F. Acting Battalion Chief - The Fire Chief may appoint an eligible Captain to fulfill the role of Battalion Chief on an on-call basis, where needed to ensure coverage. The Captain will receive the amount of $50 per shift whenever assigned on-call duty as Battalion Chief. No additional compensation is provided (other than appropriate hourly compensation at the applicable hourly rate), in the event the Captain is called to report to an incident or otherwise report to duty.

G. Callback- An employee who is called back to work while off-duty will be compensated at the overtime rate of a minimum of three (3) hours or until being released from the duty officer or Station Captain, whichever is greater. When call back occurs within three (3) hours of the start of the employee's next scheduled shift overtime compensation will continue only until the employee's next scheduled shift

ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential; however, certain

personnel records may be released to the public in accordance to applicable law. Access to personnel records shall be limited to the City Manager, Human Resources Manager and the Fire Chief or their designee in accordance to applicable law. An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file.

ARTICLE 11 - HOURS OF WORK

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

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

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

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

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

F. Minimum / Mandatory staffing (policy 208)
The Winters Fire Department shall maintain at least a minimum or "critical" daily staffing level of one Fire Captain/EMT and one Firefighter on duty.

A full-time and qualified employee at the rank of Engineer or Firefighter may fill in as an Acting Captain when needed and approved by the Fire Chief.

It shall be the primary responsibility of the Fire Chief to oversee the scheduling of career personnel. The shift Captain will have the authority to fill a vacancy caused by an employee calling in sick for work or while an employee is in training or attending a department meeting. Coverage for training and meetings must be authorized in advance by the Fire Chief.

The Fire Chief or designated Operations division shall oversee the scheduling of Volunteer/Reserve personnel. The Shift Captain will have the authority to fill a vacancy(s) caused by an employee calling out sick for work, or coverage while a Volunteer/Reserve employee is in training or attending a department meeting.

The Fire Chief may contact career personnel through the use of Active 911. Intime Scheduling, phone or email communications for notification of vacancies.

Captains shall have first priority to fill shift vacancies at the captain level. Captains can fill vacancies at the Engineer or Firefighter rank with approval from the Fire Chief. Captains shall utilize Active 911. In Time Scheduling, phone and/or email communications to fill vacancies through the Volunteer/Reserve personnel.

The Fire Chief may designate personnel to a mandatory shift to ensure minimum staffing levels are maintained at all times. The Fire Chief shall make a concerted effort to relieve the unscheduled career staff through the Volunteer/Reserve program as personnel become available.

Staff will maintain a list for Captain overtime and mandatory staffing overtime to ensure that overtime and minimal staffing requirements are met and shared equally among staff.

ARTICLE 12 - OVERTIME

The Professional Firefighters Association acknowledges. the City's adoption of the FLSA 207(k) work period of 28 days creating and FLSA overtime threshold of 212 hours each 28 days. For eight (8) hours employees, the work period is seven (7) days/forty (40) hours. Overtime shall be paid at one and one-half (1.5) times the employee's regular rate of pay. Hours shall not include any leave of absence.

City agrees to meet and confer within 180 days after ratification and approval of this MOU to review the 207(k) work period 24 vs 28 days.

ARTICLE 13 -SICK LEAVE

A. Employees shall accrue sick leave at the rate of 11.2 hours per month for each calendar month of service. Sick leave time shall accrue on a per pay period basis. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. There shall be no limit to the amount of sick leave accrued.
B. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
C. Employees shall not accrue sick leave when they are not in a City-paid leave status.
D. After three (3) consecutive shifts, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.
E. Bereavement Leave - Up to three (3) consecutive shifts may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the sixty-seven (67) hours Incentive Sick Leave Bonus but will be subtracted from accrued sick leave.
F. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is:

Accumulated Leave X Base Hourly= Sum Total of Payout

Wage

G. Employees having ten (10) years or more of service with the Chy, upon retirement may receive straight time pay for one third (1/3) of their accumulated sick leave hours, up to 320 hours. Any remaining unused sick leave is reported to CalPERS for consideration of service credit per Government Code section 20965. CalPERS makes the determination as to applicability.

H. Upon request of an employee and upon approval of the City Manager, sick leave credits may be transferred from one or more employees to another employee due to a catastrophic illness, under the following conditions:
   1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,
   2. The receiving employee has exhausted all leave credits,
   3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments

ARTICLE 14 – HOLIDAYS

A. The City observes the following holidays:

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

Each unit member will receive a Holiday Differential as compensation for the holidays specified *above* on a bi-weekly basis regardless of whether or not the unit member is scheduled to work on a City observed holiday as part of their regular schedule. The differential will be based 6% (percent) of the member's straight time base payrate, paid in every pay period. Unit members shall not earn any additional holiday pay above and beyond this differential. City and Association commit to meet and confer regarding the 6% differential no later than 180 days after adoption of the MOU. Any proposal as a result of that review will be brought to the City Council.

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

ARTICLE 15-VACATIONS

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

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

B. Vacations shall be scheduled by the employees with the approval of the Fire Chief, and with regards to the needs of the City. Preference in scheduling shall be based on seniority.

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

D. Employees granted an unpaid leave of absence or absent from duty when not authorized by the City shall not earn vacation leave.

E. In the event that a holiday occurs during an employees scheduled vacation leave, that holiday shall not be considered as vacation leave.

F. With approval of the City Manager, employees may cash in up to 80 hours of their accrued vacation hours per year providing the employee takes at least one week off.

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

H. All employees shall take at least two consecutive shifts away from the job each year, which can be a combination of vacation and a floating holiday.

ARTICLE 16 -TRAINING SCHOOLS/FEES

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

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

Employee's utilizing a City vehicle to travel from their residence to the training location will not be compensated time unless the training

location is in excess of 50 miles from the Winters Fire Department. If the employee opts to drive their personal vehicle from their residence to the training location in lieu of a City vehicle, mileage and travel time will not be compensated.

ARTICLE 17 -TIME OFF TO EMPLOYEE REPRESENTATIVES

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

ARTICLE 18 -WORKERS' COMPENSATION INSURANCE

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

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

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

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

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

E. Compensation for any employee on a leave of absence pursuant to the worker's compensation sections of the California Labor code may have accumulated sick leave, vacation, and compensatory hours prorated to

supplement temporary disability compensation payments provided that the total amount does not exceed the employee's base monthly salary.

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

ARTICLE 19 - LEAVE OF ABSENCE

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

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

ARTICLE 20 - DISCIPLINE AND DISCHARGE

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

A. Purpose.

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

B. Definitions.

    1. Punitive Action: Any action as defined in the FBOR that can lead to dismissal,

demotion, suspension, reduction in pay, written reprimand, or transfer for purposes of punishment.

2. Parties: The affected employee, the appointing authority or other members of supervision and management.
3. Response (Skelly) Meeting: An informal meeting in which the employee has the opportunity to respond to proposed punitive action prior to implementation. (The response normally is to a person with authority to rescind the proposed actions.)
4. Hearing: A formal hearing held following an appeal of an employee of punitive action taken by the appointing authority.
5. Notice: Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.
6. Service/Receipt of Notices/Orders. The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits within this section.
7. Day. All days are calendar days unless otherwise specified.

C. Oral or Written Reprimands.

1. Issuance of Reprimands. When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge.
2. Removal of Reprimand. A written reprimand shall remain in an employee's file for a period of three (3) years. A written reprimand may be withdrawn from an employee's official personnel file after two (2) years from the date of issuance by making a written request to the Fire Chief. Approval of removal will be based upon improved performance. A documented oral counseling shall remain in an employee's file until the next evaluation period.

D. Time Limits

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

E. Exclusive Procedure.

1. This procedure shall be the exclusive procedure for taking, disciplinary actions and appealing disciplinary actions against regular permanent employees. This process does not apply to informal efforts, including oral counseling, taken to address performance issues.
2. The provisions of this disciplinary procedure shall supersede the procedures of the City ordinances or policies.
3. Punitive actions shall be subject to appeal only as outlined in this article.

F. Notice of Proposed Punitive Action.

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

2. In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken (subject to the provisions of applicable law).
3. The notice shall contain:
    a. The reasons for the proposed action, including the rule(s) or regulations(s) or ordinance(s) violated and a complete explanation of the reasons.
    b. An explanation of the charges and the recommended action.
    c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the appointing authority (or his/her designee).
    d. The date and the time of the response meeting with the appointing authority (or the appointment authority's representative) during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management. The stated time and date herein may be moved to accommodate the employee's representative and agreed to by both parties.
    e. If the employee chooses not to participate in the response meeting and prefers to advance to appeal, he/she shall notify the appointing authority of his/her decision in writing. If no written response or request to advance to an appeal is received by the appointing authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to implement the proposed action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies.
    f. Accompanying material. Copies of material on which the proposed discipline and recommendations are based shall accompany the notice.
    g. The employee may copy and inspect his/her personnel file.

G. Scheduling.

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

H. Response (Skelly) Meeting.

1. At the time and place set for the meeting giving the employee opportunity to respond, the employee may respond either orally and/or in writing, personally, or with a representative.

2. Neither the representative of the appointing authority nor the employee shall be entitled to call witnesses or take testimony.
3. At the meeting, the representative of the appointing authority may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his/her representative.

4. At the conclusion of the response meeting or within ten (10) days, the representative of the appointing authority shall issue an order, taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:

    a. An explanation of the basis for the action;
    b. The charges upheld or not upheld;
    c. The effective date(s) of the imposed discipline if any;
    d. A list of items upon which action is based; and
    e. Notice of the employee's right to appeal.

I. Appeal of Punitive Action.

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

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

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

    a. <u>Informal Hearing Procedure:</u> The following informal hearing procedure shall be utilized for an appeal of a punitive action involving a written reprimand and a transfer for purposes of punishment (not involving a loss in pay). The Fire Chief or the Fire Chiefs designee shall be the presiding officer. The hearing shall be conducted as a full evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, and cross examine opposing witnesses, the right to

counsel, and findings to support the decision. The formal rules of evidence do not apply, although the Fire Chief or the Fire Chiefs designee shall have discretion to exclude evidence which is incompetent, irrelevant, or cumulative, or the presentation of which will otherwise consume undue time. The hearing shall be tape recorded, with the cost borne equally by the parties. The firefighter may be presented by a representative of his or her choice, with all costs of such representation borne by the firefighter. The decision of the Fire Chief or the Fire Chiefs designee shall be in writing and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by section 1094.6 of the Code of Civil Procedure.

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

(1) Adopt the proposed decision in its entirety;
(2) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision;
(3) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision;
(4) Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she shall prepare a revised proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished, and the decision shall be served to each party and his or her attorney.
(5) Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Manager may decide the case upon the record without including the transcript.

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

ARTICLE 21 - STRIKE TEAM ASSIGNMENTS AND COMPENSATION

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

ARTICLE 22 - OUTISIDE EMPLOYMENT

(A) The intention, construction and application of this Section shall be to provide guidelines for employees who wish to secure outside employment so that such outside employment does not create the appearance and/or existence of a conflict of interest and/or incompatible activities involving an employee's obligations and responsibilities to the City. Each situation will be determined based upon all factors relevant to that particular situation.

(B) Outside employment is defined as any paid employment performed by an employee in addition to his/her job with the City.

(C) An employee contemplating outside employment shall notify the Fire Chief in writing in advance of commencing such employment. Any employee currently holding outside employment shall so notify the appointing authority. Any new hire shall disclose any outside employment. The notification shall contain the name of the employer (or statement of self-employment), the hours worked, and the nature and duration of employment.

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

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

(1) Whether such employment would interfere with or be inimitable to the efficient performance of the employee's duties with this City.

(2) Whether such employment would involve a conflict of interest or conflict with the employee's duties with the City.

(3) Whether such employment would involve the performance of duties that the employee could or should perform as part of his/her employment with the City.

(4) Whether such employment would occur during the employee's regular or assigned working hours.

(5) Whether such employment would interfere with satisfactory service because of time away from the job or cause physical or mental fatigue, which impairs regular service.

(6) Whether such employment would be compatible with the proper discharge of City duties and shall not tend to impair judgment or action in the performance of such duties.

(E) An employee shall not utilize in such employment any City tools, equipment, computer or technological equipment, manuals, or other materials, nor shall the employee utilize any documents, reports or other information obtained in the course of his/her employment with the City or otherwise using City tools, equipment, manuals or other materials, which are not made available by the City to the general public upon request

(F) The outside employment of full-time personnel whose duties are not readily confined to a standard workday and/or workweek may necessarily be restricted. Because of the nature of job duties, flexibility of hours and potential for conflict of interest, certain employees may be restricted from accepting outside employment.

(G) Any employee approved to engage in outside employment shall not perform any work for such outside employment during working hours for the City.

(H) Employees not following the above provisions are subject to disciplinary action including, but not limited to, written reprimand, suspension without pay, and termination of employment.

ARTICLE 23 - GRIEVANCE PROCEDURES

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

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

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

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

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

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

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

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

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

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

D. Conduct of Grievance Procedure.

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

2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.
3. The employee shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE 24- NON-DISCRIMINATION

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

ARTICLE 25 - SAVINGS PROVISION

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

ARTICLE 26 -TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from July 1, 2024 through June 30, 2025 and from year to year thereafter unless one party serves notice on the other.

The rest of the page was intentionally left blank; Article 27 is on the following page

ARTICLE 27 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

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

Approved by the City of Winters Professional Firefighters Association on the 3rd day of

September, 2024

BY:_____
Association Representative

BY:_____
Association Representative

Accepted for submittal to the City Council on the 3rd day of September 2024.

BY:_____
Jeremy Craig, City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 3rd day of September 2024.

_____
Bill Biasi, Mayor

ATTEST: _____

City Cler

MEMORANDUM OF UNDERSTANDING
CITY OF WINTERS
MANAGEMENT(DEPARTMENTHEAD)EMPLOYEES

Effective July 1, 2024

RESOLUTION NO. 2024-60

Adoption September 3,2024

TABLE OF CONTENTS

ARTICLE I. **GENERAL PROVISIONS**

SEC. 1.1 APPLICATION 3
SEC. 1.2 TERM 3

ARTICLE 11. COMPENSATION

SEC. 2.1 SALARY 3
SEC. 2.2 ADMINISTRATIVE LEAVE 3
SEC. 2.3 CELLULAR PHONES 4
SEC. 2.4 DEFERRED COMPENSATION 4
SEC. 2.5 CALGOVEBA 4
SEC. 2.6 SOCIAL SECURITY 5
SEC. 2.7 STATE UNEMPLOYMENT INSURANCE 5
SEC. 2.8 LONGEVITY INCENTIVE 5

ARTICLE 111. MEDICAL AND RELATED BENEFITS

SEC. 3.1 MEDICAL INSURANCE 5
SEC. 3.2 LONG TERM DISABILITY INSURANCE 6
SEC. 3.3 LIFE INSURANCE 6

ARTICLE IV. LEAVES

SEC. 4.1 HOLIDAYS 6
SEC. 4.2 VACATION LEAVE 7
SEC. 4.3 SICK LEAVE 8
SEC. 4.4 CATASTROPHIC ILLNESS OR INJURY 9

ARTICLE V. RETIREMENT

SEC. 5.1 RETIREMENT 9

ARTICLE VI. PUBLIC SAFETY DIRECTORS

SEC. 6.1 SPECIAL PROVISIONS FOR PUBLIC SAFETY DIRECTORS 10

ARTICLE VII. OTHER COMPENSABLE ITEMS

SEC. 7.1 OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN 11

EXHIBIT A **12**

ARTICLE I
GENERAL PROVISIONS

1.1 **Application**

1.1.1 This Resolution applies to the following management employees:

Director of Administrative Services
Director of Community Development
Director of Financial Management
Director of Operations and Maintenance
Fire Chief
Police Chief

1.2 **Term**

1.2.1 This Memorandum of Understanding shall remain in full force and effect from July 1, 2024 through June 30, 2025 and from year to year thereafter unless one party serves notice on the other.

ARTICLE 11 COMPENSATION

2.1 **Salary**

2.1.1 The salary schedule for employees covered by this Resolution are:

~~Position~~	~~A~~	~~B~~	~~C~~	~~D~~	~~E~~
~~Director of Community Development~~	~~$ 9,554~~	~~$ 10,032~~	~~$ 10,534~~	~~$ 11,061~~	~~$ 11,613~~
~~Director of Administrative Services~~	~~$ 9,554~~	~~$ 10,032~~	~~$ 10,534~~	~~$ 11,061~~	~~$ 11,613~~
~~Fire Chief~~	~~$ 10,157~~	~~$ 10,665~~	~~$ 11,198~~	~~$ 11,758~~	~~$ 12,346~~
~~Police Chief~~	~~$ 10,157~~	~~$ 10,665~~	~~$ 11,198~~	~~$ 11,758~~	~~$ 12,346~~

Position	A	B	C	D	E
Director of Administrative Services	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Director of Community Development	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Director of Finacial Management	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Director of Operations and Maintenace	$ 10,136	$ 10,643	$ 11,175	$ 11,734	$ 12,320
Fire Chief	$ 10,775	$ 11,314	$ 11,880	$ 12,474	$ 13,098
Police Chief	$ 10,775	$ 11,314	$ 11,880	$ 12,474	$ 13,098

2.1.1. Effective retroactive to four (4) pay periods prior to ratification and approval of this MOU, the City agrees to pay Management (Department Head) Employees a three percent (3%) Base Wage General Salary Increase (GSI). Retroactivity will be paid in a lump sum, true up payment not later than the second pay date after ratification and approval of the successor MOU.

2.2.1 **Administrative Leave**

2.2.1 All employees covered by this Resolution shall receive 12 days [108 hours] administrative leave per fiscal year beginning July 1. For a new employee, administrative leave will be prorated to 3 days (27 hours) for each full quarter remaining in the fiscal year.

2.2.2 With approval of the City Manager, employees may cash in administrative leave time up to (54) fifty-four hours. Administrative leave balances do not carry over past June 30. Administrative leave balances have no cash value at separation.

2.3 **Cellular Phones.**

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

2.3.1 **Deferred Compensation.**

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

2.5 **CALGOVEBA**

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

Salary reduction: Contribution:

	to ry Contribution
	per pay period
	per pay period
	per pay period
	per pay period

Employee Position	Per Pay Period Contribution
Director of Administrative Services	$150.00
Director of Community Development	$150.00
Director of Financial Management	$150.00
Director of Operations and Maintenance	$100.00
Fire Chief	$25.00
Police Chief	$150.00

2.6 **Social Security.**

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

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

2.7.1 The City shall pay all State Unemployment Insurance costs.

2.8 **Longevity Incentive.**

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

2.9 **Wellness Leave**

Wellness Leave to promote employees' physical wellness, after the completion of one year of service with the City, employees will be given one full workday of leave per fiscal year to attend and complete an annual comprehensive physical examination with their physician. Employees must schedule the leave in advance and the appointment and provide proof of attending the appointment upon return to work.

A comprehensive physical exam consists of a detailed medical history, physical examination, and age and sex appropriate counseling and

screening tests. It is a customized exam that includes the provision of evidence-based counseling and screening tests based on the patient's health status, risk factors, and personal and family history. Annual exams are considered preventive care and are usually covered by the employee's insurance policy. Should the employee incur a co-payment, the employee may submit a receipt to the City for reimbursement of the co-payment.

2.10 **LEADERSHIP PAY - EDUCATION/ CERTIFICATION INCENTIVE**

An employee who provides evidence of having received a postgraduate degree from a recognized college/university or executive certificate from a recognized Certification Program which the City deems appropriate to the department they oversee (Police, Fire, HR, Finance) shall receive five percent (5%) of employee's base salary (no compounding). CalPERS makes the final determination of the reportable status of this pay. Currently it is PERS reportable under Section 571 of the California Public Employees' Retirement Law (PERL) for Classic and PEPRA members.

CERTIFICATE/ EDUCATION	**WAGE INCREASE (NO COMPOUNDING)**
Postgraduate degree (master's degree or doctorate)	5% above base wage
POST Executive Certificate (Police)	5% above base wage.
Executive Chief Fire Officer (NFPA Fire Officer IV)	5% above base wage
SHRM-SCP or SPHR Certification (HR)	5% above base wage
Certified Public Finance Officer (Finance)	5% above base wage.

ARTICLE III MEDICAL AND RELATED BENEFITS

3.1 **Medical Insurance**

3.1.1

(a) Cafeteria Allowance (Effective January 1, 2023). The City shall make a monthly allowance available to each full-time employee under the City's Section 125 plan ("Plan") for the purchase of any benefits offered under the Plan including medical, dental, vision and supplemental insurance coverage. The allowance for which the employee will be eligible shall be based on the coverage level in which the employee enrolls for medical insurance as set forth below:

Coverage Level	Monthly Allowance
Employee Only	$1.469
Employee +1	$2,081.00
Family	2,386.00

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

during the term of this agreement, the City shall increase the preceding allowance by up to 5% of the aggregate increase in the monthly premiums unless premiums increase by more than 10%, then the City will increase the allowance by 50% of the increase up to 7.5% for: (a) the CalPERS Kaiser basic plan in the Sacramento region, (b) dental plan and (c) vision plan, from the prior year for the applicable coverage level. The employee shall be responsible for any cost in the selected benefits in excess of the allowance, but such out-of-pocket cost shall be made on a pre-tax basis by payroll deduction.

Prior agreements permitted some employees to receive a greater cafeteria allowance than our new cafeteria plan. That excess benefit is being eliminated. Those employees will receive a one time "bridge payment" paid on the first pay period in July 2019 to help ameliorate the loss of the previous benefit. All such bridge payments are subject to applicable payroll taxes and withholdings, and they are not reportable compensation for CalPERS purposes.

(b) Medical Opt-Out Amount (Effective January 1, 2023). Employees eligible for the Allowance pursuant to the preceding section that are covered by another group health plan may receive a monthly taxable payment equal to the "employee only" rate in lieu of the Allowance. Employees may elect this option by completing an opt-out agreement provided by the City and providing satisfactory proof of enrollment of the employee and his or her spouse and dependents, if any, in an alternative group health plan. This election will only apply for the calendar year in which it was made. A new opt-out election must be made each calendar year during open enrollment to be eligible to receive the opt-out amount. Employees who opt out of medical, may purchase dental, vision, and supplemental insurance through the City.

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

3.2 **Long Term Disability Insurance**

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

3.3 **Life Insurance**

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

ARTICLE IV LEAVES

4.1 Holidays

Employees shall receive the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Day After Thanksgiving Day
11. December 24th
12. December 25th

If a holiday listed above (# 1 - 12) falls on a Sunday, the Monday following will be observed as the holiday. If it falls on a Saturday, the Friday preceding will be observed except; if the holiday (# 1 - 12) falls on or would be observed on a "closed day" based on an alternative shift (9/80, 4/1Os), then the hours equivalent to your normal work shift will be added to your floating holiday bank.

4.1.1. Employees shall receive the following holidays (# 13 & 14) only when the holiday falls on a regularly scheduled workday (not Saturday, Sunday, or a "closed day" due to an alternative work schedule).

13. Half Day Good Friday (1/2 day defined by hours of operations)-
14. Cesar Chavez Day

4.1.2 Every employee shall receive two (2) floating holidays per fiscal year. These two floating holidays have no cash value and do not carry forward.

4.1.3 Pay for the holiday or hours added to the floating holiday bank will be equal to the normal daily hours an employee would normally have worked on the observance/closed date.

4.1.4 employee is required to work, the employee shall be paid for actual worked hours and receive holiday straight time pay.

4.2 Vacation Leave

4.2.1 Employees shall earn (accrue) paid vacation leave on a bi-weekly basis at each pay period. Vacation time shall be prorated in any partially worked

bi-weekly pay period. The vacation leave earning rate for each employee shall be:

Years of Service	Hours Accrued per Bi-Weekly Pay Period	Annual Accrual Hours	Equivalent to Standard (8 hr days)
0 throuqh 3	3.693	96	12
4 through 6	4.616	120	15
7 throuqh 9	5.231	136	17
10 through 12	6.154	160	20
13 throuqh 16	6.77	176	22
17 through 22	7.693	200	25
23+	8.308	216	27

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

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

Side letter of agreement with employees over 500 hours.

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

4.3 Sick Leave

Employees shall earn (accrue) sick leave on a bi-weekly basis at each pay period. Sick leave shall be prorated in any partially worked bi-weekly pay period. The sick leave earning rate for each employee shall be:

Hours Accrued per Bi-Weekly Pay Period	Annual Accrual Hours	Equivalent to Standard (8 hr days)
3.693	96	12

An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit and employee may

accrue. Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken. Employees who retire from the City of Winters with 20 years or more of service may receive 1/2 cash out, up to 500 hours. Remaining hours above the 500 hours cashed out will go toward PERS Service Credit for eligible employees.

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

4.3.2 An employee may take five (5) days off of Sick Leave for bereavement. and will be subtracted from accrued sick leave. Bereavement may be granted for death involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, mother-in-law, or father-in-law).

4.3.3 Employees shall not accrue sick leave when they are not in a City-paid leave status (e.g. off but not using vacation or sick time).

4.4 Catastrophic Illness or Injury

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

ARTICLE V RETIREMENT

5.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

5.1.2 The formulas in effect are:

Tier One Retirement Formula
Miscellaneous employees hired before December 31, 2012 will receive a 2% @ 55, with a single highest year, retirement formula.
Safety employees hired before 2012 will receive a 3%@ 55, with a three year average compensation formula.

Tier Two Retirement Formula
Miscellaneous employees hired on or after January 1, 2013 and who are not considered new member as defined by California Government Code

Section 7522.04(f) will receive a 2%@ 55.
Safety employees hired in 2012 will receive a 2%@ 50, with a three year average compensation formula.

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

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

The City shall pay the employer rate and the employee shall pay the employee rate for Miscellaneous.
The City shall pay the employer rate and the employee shall pay the employee rate for Safety Employee.

5.1.3 The City will continue to pay the employer's share to the retirement system.

ARTICLE VI PUBLIC SAFETY DIRECTORS

6.1 Special Provisions for Public Safety Directors.
Public Safety Directors covered by this Resolution shall have separate provisions regarding retirement, vehicle use, uniform allowance and holiday time use.

6.1.1 Police Chief. The Chief of Police shall receive the same safety retirement benefits and uniform allowance as provided to safety personnel. The City of Winters shall provide a City vehicle for use by the Chief of Police.

6.2 Equity Clause
Should represented subordinate employee groups or associations, including the Winters Police Officers Association, or the City of Winters Fire Department employees, receive new and better economic or benefit(s) provisions than those provided to Police Chief or Fire Chief under this agreement, the Police Chief or Fire Chief, whoever is superior to the represented subordinate employee groups or associations, shall receive the equivalent economic or benefit(s) provisions provided to the subordinate employee group or association on a prospective basis. This excludes specific incentive pay currently afforded to these groups, such as bilingual pay, education pay, holiday pay, or shift differential pay, unless previously afforded to the Police Chief or Fire Chief under this agreement.

Should any other subordinate represented employee group or association agree to adverse economic or benefit(s) provisions, or the City imposes adverse economic or benefit(s) provisions on them as a result of impasse, the Department Head Association shall be engaged pursuant to current labor law to discuss, in good faith, any similar terms. At no time shall economic or benefit(s) provisions be imposed upon the Police Chief or Fire Chief that are more than the adverse economic or benefit(s) provisions imposed on the subordinate employee group or association.

ARTICLE VII OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

7.1 Other Compensable Items Not Set Forth Herein

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Winters at the rate applicable on July 1, 2024, unless determined otherwise by the Winters City Council in accordance with law or required otherwise by law.

Approved by the City of Winters Management (Department Head) Employee Association on the 3rd day of September 2024.

BY: _____
Association Representative

BY: _____
Association Representative

Accepted for submittal to the City Council on the 3rd day of September, 2024.

BY: _____
Jeremy Craig, City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 3rd day of September, 20204.

_____
Bill Biasi, Mayor

ATTEST:

_____
City Clerk

Resolution No. 24-62

Proclaiming September 9-13, 2024, as Disability Voting Rights Week

WHEREAS, according to the 2021 American Community Survey, Yolo County is home to almost nearly 20,000 voting-age residents with some type of disability, and the CDC estimates that most Americans will either have a disability at some point in their lives or know someone who does; and

WHEREAS, voting is a fundamental right for citizens and is necessary for a functioning, participatory democracy; and

WHEREAS, challenges to voting are experienced in different ways by people with mobility disabilities, people with blindness, low vision, or other vision disabilities, people who are Deaf or hard of hearing, people with cognitive disabilities, people with speech, language, sensory, and learning disabilities, people with mental illness, and people with many other disabilities, including those both readily apparent and not apparent to others; and

WHEREAS, having a disability must never be a barrier to voting; and

WHEREAS, the Help America Vote Act (HAVA) was enacted in 2002 to ensure that all voters have equal access to registering to vote and voting privately and independently; and

WHEREAS, the disability community has a critical interest in policies and decisions made and enacted at local, state, and national levels that impact their lives directly; and

WHEREAS, making sure people with disabilities have access to voting is essential if these policies are to meet the real needs of people with disabilities in our communities; and voting is one way for the disability community to have a say in the people and policies that impact our communities; and

WHEREAS, the Yolo County Elections Office has continually strived to improve voting accessibility, including by establishing the Voting Accessibility Advisory Committee in 2021, adopting the Voter's Choice Act in 2022, and creating an Election Administration Plan that prioritizes outreach and education and an accessible voting experience for voters with disabilities; and

WHEREAS, members of the national disability rights community are organizing the seventh annual Disability Voting Rights Week for September 9–13, 2024, to protect the rights of people with disabilities to participate fully in our democracy and to highlight the ongoing work to support voters with disabilities throughout the voting process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters supports the growing involvement of the disability community in the political process; and,

BE IT FURTHER RESOLVED that the Winters City Council hereby proclaims the week of September 9–13, 2024, as Disability Voting Rights Week.

PASSED AND ADOPTED this 3rd day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT

_____
Mayor Bill Biasi

_____
A? est: Jeremy Craig, City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: September 3, 2024

FROM: Jeremy Craig, City Manager

SUBJECT: Presentation of the Results of the 2024 CCMF Scholarship Internship

RECOMMENDATION:
Receive a Presentation on the Results of the 2024 CCMF Scholarship Internship.

BACKGROUND:
The California City Manager's Foundation (CCMF) is a foundation that supports and advances California's City Manager profession. The Foundation received a bequest, which allowed them to create an internship scholarship program to fund an internship in a city that would otherwise be unable to fund the program. We applied for the internship and specified the project would be to create fillable bilingual forms for the city website, increase bilingual capabilities on our social media accounts, and create resources for the City's economic development efforts. We succeeded in our application and were rewarded one of only two scholarships granted, which allowed us to hire Luca Navarette, a Winters resident, as our summer intern. Luca is here this evening to present the work performed during his internship period.

DISCUSSION:

Create Fillable Bilingual Forms for the City Website – Luca learned how to use the CivicPlus Forms Maker Software included in our new city website to take current paper forms and make them fillable for the city website. He also created duplicate forms in Spanish so that residents would be more comfortable completing the form in that format. Luca met with City Department Heads to determine the most used forms on the website and first addressed the most frequent forms. Those forms completed include a home occupancy permit, building permit, special events application, public records request, fireworks permit, fire inspection request, Fire request for information form, application and permit to burn, PD information

request, PD ride-a-long request, and code compliance request.

In addition, Luca met with the Hispanic Advisory Committee and, based on their recommendations, worked with Chief Snyder to create bilingual emergency alert messages that could be used via social media or a notification app to address a list of potential scenarios, such as wildfire alert, shelter in place, flood warning, etc.

Social Media Bilingual—Luca also reviewed the city's last year of social media posts and created English and Spanish versions of key repetitive items and events, which will allow the City to post those items in dual format in the future.

Start Your Business in Winters Guide—Luca created the draft of the "Start Your Business Guide" for the City's economic development efforts. The appropriate economic development areas are reviewing the guide for completeness, and it will be likewise translated into Spanish to allow for bilingual efforts in economic development for the community.

SUMMARY:

Luca has been a great asset to the city over these summer months. He has learned a great deal about City government, and we hope he will consider it a viable career option once he completes his studies. The value and viability of a summer intern program were proven during this process, and we hope to create such a program should the City Budget allow for it in the near future.

FISCAL IMPACT:

The intern position was funded solely from the CCMF grant proceeds, and there has been no fiscal impact on the City of Winters.