Winters Regular Council Meeting

Tuesday, November 19, 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 accessible via the Abbey St side entrance. As a courtesy, and technology permitting, members of the public may continue to 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 the teleconferencing option.

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.

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. Resolution 2024-70 Approving a Claim of Transportation Development Act Funding from the Sacramento Area Council of Governments (SACOG) for $578,426.

Staff_Report_for_2024-25_TDA_Claim__3_.doc
Resolution_2024-70 (1).docx
2024-25 TDA Claim.docx

B. Letter of support for the Winters Participation Gallery for the Arts application for the T-Mobile Hometown Grant to fund continuation of the Kate Humphrey Historical Mural Project

Staff_Report_letter_of_support_mural_grant_application (2).doc
T-Mobile Hometown Grant.docx
City_Councilsupport_request_mural_grant.pdf

C. Cooperative Agreement 2024-11 for the Winters Community Library between the Winters Joint Unified School District, the County of Yolo, and the City of Winters

Staff_Report_library_agreement_.doc
Cooperative_Agreement_Winters_Community_Library_2.docx

D. Warrant Register for the Month of September 2024

11.19.24 Staff Report Warrant Register Reports for 09-2024.docx
Affidavit of Administrative Services Director.pdf
AP Register for 09-2024.pdf
Payroll Registers for 09-2024.pdf

E. Minutes of the Regular Meeting of the Winters City Council Held on November 5, 2024

city-council_minutes_summary 11.5.2024.docx

7. PRESENTATIONS

A. Presentation and Proclamation of the City Council of the City of Winters Honoring John Miller for his 8 years of service at the Winters Police Department

Miller_Proclamation_.pdf

B. Proclamation Recognizing the Month of November As Native American Heritage Month

Staff_Report_November_Native_2024__1_.doc

Native_American_Heritage_Month_Proclamation_November.pdf

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.

_____

Zorina Treat, Deputy 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.

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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/.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:November 19, 2024

FROM: Cathy Mathews, Director of Administrative Services

SUBJECT: Resolution 2024-70 Approving a Claim of Transportation Development Act Funding from the Sacramento Area Council of Governments for $578,426

RECOMMENDATION:
Adopt Resolution 2024-70 approving a claim for Transportation Development Act funding from the Sacramento Area Council of Governments (SACOG) for $578,426.

BACKGROUND:
The City of Winters receives funding from SACOG from the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA) for local transportation needs each year. The City must file an annual claim with SACOG to receive the funding.

All the STA funds and a portion of the LTF funds received are used to pay for the public transportation services provided by the Yolo County Transportation District (YCTD) to the Winters community. YCTD prepares a budget each year for the cost of the transportation services to be provided to the City of Winters, and any LTF funds not used for transportation services may be used for certain street and road expenditures.

DISCUSSION:
The total LTF and STA allocation for 2024-25 is $578,426, of which $174,892 will be expended for public transportation services provided by YCTD, $14,677 will be expended for SACOG planning expenses, and the balance of $388,857 will be available for street and road work.

FISCAL IMPACT:

1. Funding for public transportation provided by the Yolo County Transportation District in the amount of $174,892 for the period of July 1, 2024, to June 30, 2025. Funds of $388,857 to combine with the Road Maintenance and Rehabilitation Account (RMRA provided by SB1) for street maintenance as proposed by the Public Works department.

ATTACHMENT:

Resolution 2024-70
TDA Claim Form

Resolution No. 2024-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A CLAIM OF TRANSPORTATION DEVELOPMENT ACT FUNDING FROM THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS FOR $578,426

WHEREAS, Section 99260 of the Public Utilities Code requires a local agency to file an estimated claim of transportation needs for each fiscal year; and

WHEREAS, the Sacramento Area Council of Governments (SACOG) is designated as the Transportation Planning Agency for the City of Winters to receive such claims for approval; and

WHEREAS, SACOG has adopted finding of apportionment of Local Transportation Funds and State Assistance Funds for Fiscal Year 2024-2025; and

WHEREAS, surplus funds may be used for certain street and road expenditures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that the Fiscal Year 2024-2025 Annual Project and Expenditure Plan and the Fiscal Year 2024-2025 Transportation Development Act Claim included as Attachment A, be hereby approved and that the City Manager and/or his designee be authorized to execute the attached claims and forward to SACOG.

DULY AND REGULARLY ADOPTED this 19th day of November 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Bill Biasi, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk



TRANSPORTATION

DEVELOPMENT ACT

CLAIM PACKET

Sacramento Area Council of Governments
1415 L Street. Suite 300
Sacramento, CA 95814

TRANSPORTATION DEVELOPMENT ACT
CLAIM CHECKLIST

Please check the following, items as being either included with the attached TDA claim package or are on file at SACOG.

Item	Claimant	Attached	On file
• TDA-1 Annual Transportation Development Claim	All claimants	☐	N/A
• TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and the prior fiscal year)	All claimants	☐	N/A
• TDA-3 Status of Previously Approved Projects	All claimants	☐	N/A
• TDA-4 Statement of Conformance	All claimants	☐	N/A
• TDA-5 TDA Claim Certification	All claimants	☐	N/A
• Resolution by governing body that authorized the claim	All claimants	☐	N/A
If Claimant is a Transit Agency or Jurisdiction is Contracting for Transit Service			
• CHP Safety Compliance Report (Completed within the past 13 months)	Claimants for transit service	☐	☐
• Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service	☐	☐
• Signed copy of transit service contract	Claimants for transit service	☐	☐
• Area wide transfer agreement, resolution	Claimants that allow inter-system transfers	☐	☐
• Information establishing eligibility under efficiency criteria – STA Operator Qualifying Criteria calculation based on Section 99314.6	Claimants for revenue-based STA funds	☐	☐
• Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities	☐	☐
• Compliance with PUC Sec. 99155 & 99155.5	Claimants for transit service	☐	☐
• Copy of Ten Year Capital & Operations Program	Claimants for transit service	☐	☐

TDA-1

TRANSPORTATION DEVELOPMENT ACT CLAIM

TO: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

FROM: Claimant City of Winters
Address 318 First Street
City Winters, CA Zip Code 95694
Contact Person Shery Reyes, Senior Accountant
Phone 530-794-5704 Email shery.enos@cityofwinters.org

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF $489,226 (FY2024/2025)
_____ (FY___/___)
_____ (FY___/___)

STA $89,200 (FY2024/2025)
_____ (FY___/___)

STA-SGR _____ (FY___/___)
_____ (FY___/___)

(Specify STA and/or STA-SGR)

Submitted By Cathy Mathews
Title Director of Administrative Services
Date_____

TDA-2

ANNUAL PROJECT AND EXPENDITURE PLAN

	Claimant: City of Winters								**Fiscal Year: 2024-2025**	
Project Title and TDA Article Number		**SOURCES OF FUNDING**								
	TDA LTF	TDA STA	TDA STA-SGR	Transit Fares	Measure A	Road Fund	Developer Fees/Const. Tax	Federal/ State	Other	**TOTAL**
Article 8 Section 99400(C) Yolo Bus Operations	85,692	89,200								174,892
Article 8 Section 99400 (a) Street and Roads	388,857									388,857
SACOG Planning	14,677									14,677
TOTAL REQUEST	$489,226	$89,200	$	$	$	$	$	$	$	$578,426

TDA-3
STATUS OF PREVIOUSLY APPROVED PROJECTS

Instructions: Describe the status of all prior fiscal year TDA claim projects and any projects from previous years, which are still active.

- Include both operating and capital projects
- Approved amounts should he as specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either "Complete" or "Active"

Fiscal Year	Project Title	Amount Approved	Expenditures	Project Status
18-19	Streets and Roads Roundabout	$139,315	139,315	complete
19-20	Streets and Roads	388,957	388,957	Complete
20-21	Bus Service	$104,940	$104,940	Complete
20-21	Streets and Roads	$347,026	$347,026	Complete
21-22	Bus Service	$127,810	$127,810	Complete
21-22	Streets and Roads	$342,353	$342,353	Complete
22-23	Bus Service	$156,000	$156,000	Complete
22-23	Streets and Roads	$437,664	$293,372	Active
23-24	Bus Service	$180,958	$180,958	Complete
23-24	Streets and Roads	$427,733	$0	Active
TOTAL		$2,652,756	$2,061,155	

TDA-4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Winters hereby certifies that the Transportation Development Act claim for fiscal year(s) 2024-2025 in the amount of $ 489,226 (LTF), $ 89,200 (STA) and $ 0 (STA-SGR) for a total of $ 578,426 conforms to the requirements of the Transportation Development Act and applicable rules and regulations. (See Attachment A for listing of conformance requirements)

Certified by Chief Financial Officer Cathy Mathews
Title Director of Administrative Services
Date _____

TDA-5

TDA Claim Certification Form

I, Cathy Mathews, Chief Finance Officer for the City of Winters, do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

(a) The attached budget or proposed budget for FY 2024/2025.

(b) The attached certification by the Department of the California Highway Patrol verifying that N/A is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.

(c) The estimated amount of FY 2024/2025 maximum eligibility for moneys from the local transportation fund and the state assistance fund, as defined in Section 6634, is $ 578,426 .

_____

(Signature) Chief Financial Officer

City of Winters

(Agency Name)

_____

(Date)

ATTACHMENT A
CONFORMANCE - TDA CLAIMANTS
Standard Assurances

1) 180-Day Certified Fiscal Audit *(Applies to all claims; SACOG administers fiscal audits for all operators in the region, with the exception of the Sacramento Regional Transit District)* -Assurance that the claimant has submitted a satisfactory independent fiscal audit, with required certification, to SACOG and to the State Controller not more than 180 days after the end of the prior fiscal year (Sections 99245 and 6664).

2) 90-Day Annual State Controller Report (*Applies to all transit claims)* – Assurance that claimant has submitted this report to the State Controller in conformance with the uniform system of accounts and record not more than 90 days after the end of the prior fiscal year (110 days for electronically submissions) (Section 99243). Claimant should also supply a copy of the State Controller report (SCR) to SACOG no more than 120 days after the end of the prior fiscal year.

3) Use of Federal Funds (*Applies to all Article 4 claims)* –

- Claimant filing a claim for TDA funds for capital intensive projects pursuant to Section 99268.7 certifies that is has made every effort to obtain federal funding for any project which is funded pursuant to Section 99268.7.

- Claimant qualifying for funds pursuant to Section 99268.1 and tiling a claim for TDA funds in excess of the amount allowed by Section 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed pursuant to Section 6633.1.

4) Elderly/Disabled (*Applies to all transit claims*) – That the transit operator is question is in compliance with Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.

5) Farebox Recovery Ratio Requirements (*Applies to all transit claims*) – Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under Sections 99268 (including all subparts), 99270.1, 99270.2, 99270.6, and under the "Farebox Requirements for Urbanized and Non-Urbanized Service' adopted by the SACOG Board of Directors on March 18, 1982, whichever is appropriate.

Exceptions:

6) 50% Expenditure Limitation (*Applies only to claims for LTF*) – Claimant certifies that it

was in compliance with Section 99268 certifying that it (the claim) will not exceed 50% of the amount required to meet operating, maintenance, capital and debt service costs of the transit system after deduction of approved federal grants and STA funds estimated to be received for the system. (A claimant can received up to 100% of capital costs for grade-separated mass transit projects under Section 99268 and 99281, for capital intensive transit-related projects under Section 99268.7. and for extension of services under Section 6619.1 and 6633.8)

7) Extension of Services (*Applies only to LTF claims*) - Claimant who received an allocation of LTF funds for extension of service pursuant to Section 99268.8 certifies that it will file a report of these services pursuant to Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.

8) Retirement System (*Applies only to LTF claims*) - Claimant certifies that (1) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (2) the operator is implementing a plan approved by SACOG which will fully find the retirement system for such officers and employees within 40 years; or (3) the operator has a private pension plan which sets aside and invests, on a current bases, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.

9) Maximum Use of Local Transportation Funds *(Applies only to Sacramento Regional Transit District STA claim)* - That the operator is receiving the maximum allowable amount from the Local Transportation Fund.

10) Part-Time Employees *(Applies only to claims for STA)* - Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.

11) Conformance with the Metropolitan (Regional) Transportation Plan *(Applies only to claims for STA)* - Claimant certifies that all of the purposes for claim expenditures are in conformance with the current Short Range Transit Plan, which is an appendix to the Metropolitan (Regional) Transportation Plan.

12) Full Use of Federal Funds *(Applies only to STA claims)* - Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.

13) Implementation of Productivity Improvements *(Applies only to STA claims)* - Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to Section 99244.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 19, 2024

FROM: Jeremy Craig, City Manager

SUBJECT: Approve a letter of support for the Winters Participation Gallery for the Arts application for the T-Mobile Hometown Grant to fund continuation of the Kate Humphrey Historical Mural Project

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RECOMMENDATION:

Approve a letter of support for the Winters Participation Gallery for the Arts application for the T-Mobile Hometown Grant to fund continuation of the Kate Humphrey Historical Mural Project

BACKGROUND:

The Winters Participation Gallery for the Arts operated the Kate Humphrey Historical Mural Project completing a large mural on the Mariani building that faces Railroad Avenue near downtown. The group is applying for a T-Mobile Hometown Grant of $50,000 to fund continuation of the mural and hire a videographer to document the process. The project would still use student artists and have a review process from the Gallery and the Mariani's prior to the mural being painted.

DISCUSSION:

The Winters Participation Gallery of the Arts is requesting a letter of support from the city which is a necessary item for the grant application. Staff has prepared such a letter for Council review, and it is attached to the staff report.

FISCAL IMPACT:

The City is making no financial obligation towards the project, merely a letter of support for the grant application, so the fiscal impact is zero.

ATTACHMENTS:

1. Request for a Letter of Support
2. Letter of Support

Dear Members of the Grant Review Committee,

On behalf of the Winters City Council, I am writing to express our wholehearted support for the Winters Participation Gallery for the Arts' application for the T-Mobile Hometown Grant. We have seen firsthand the remarkable success of the Kate Humphrey Mural Project, which was recently recognized by the Winters Joint Unified School District and the Yolo County Board of Supervisors. This community-driven initiative has been a positive impact to our community, and we are eager to see it continue to thrive and expand.

The City of Winters is proud to join in support of this project for several key reasons:

1. **Enhancing Local Architecture**: The murals have beautified individual buildings, adding artistic value and a unique character to the city's landscape.
2. **Celebrating Local History**: Each mural vividly represents our city's rich history, serving as an artistic and educational tool for residents and visitors alike.
3. **Promoting Tourism and Community Engagement**: The mural trail draws people to our historic downtown, fostering greater connection with the heart of our community and encouraging exploration.
4. **Engaging Local Youth**: The design and painting of the murals involve youth in the creative process, providing an opportunity for them to contribute to a meaningful community project and fostering a sense of ownership and pride.
5. **Annual Community Celebration**: The annual mural signing event invites both participants and the public to come together, celebrating the history, culture, and community spirit of Winters.

The expansion of this project—through the inclusion of more local artists and the involvement of a videographer—will only enhance the impact of the murals and increase the sense of community connectedness. We are excited about the prospect of growing this initiative and are confident that this expansion will further strengthen the ties that bind our city together.

The Winters City Council recognizes the sense of community that projects like the Kate Humphrey Mural Project help to nurture. It is with great enthusiasm that we lend our support to the Winters Participation Gallery's application for the T-Mobile Hometown Grant.

Thank you for your consideration, and for supporting projects that foster community growth and engagement. We look forward to the continued success of this vibrant and inspiring initiative.
Sincerely,

Winters City Council
City of Winters

318 First Street
Winters, CA 95694
Phone.530.795.4910
Fax. 530.795.4935

COUNCIL MEMBERS
Jesse Loren
Carol Scianna
Richard Casavecchia

MAYOR
Bill Biasi

MAYOR PRO TEM
Albert Vallecillo

Winters Participation Gallery for the Arts
P. O. Box 1140
Winters, CA 95694
wintersparticipationgallery@gmail.com

Winters City Council
Winters City Hall
318 First Street
Winters, CA 95694

November 9, 2024

Dear Members of the Winters City Council:

Winters Participation Gallery for the Arts (WPG) is applying for a T-Mobile Hometown Grant. We can receive up to $50,000 for a grant that, ". . . funds projects that build, rebuild, or refresh community spaces that help foster local connections in town."

To complete the grant, we have two asks:

- May we list the City of Winters and Winters City Council as partners?
- Would you be willing to write a letter in support of WPG? We need up to five letters of support from "local government and/or community organizations and partners demonstrating community alignment, engagement and consensus for the project."

Our vision for the grant project will be to complete the Mariani Mural wall. WPG will complete the two panels immediately adjacent to the current mural through the Kate Humphrey Historical Mural Project. The process will be the same as in the past with students participating in all aspects of the design and implementation. We hope to include two new aspects to the mural creation. These are:

- To include new artists. We will send out a "call" for artists to complete the remaining panels, expanding the opportunities for local artists to help transform the warehouse into a vibrant tapestry.
    - The Marianis who own the building will be involved with the vetting and decision making that determines the art and artists for the panels.
- We will incorporate a videographer who will film some creative "shorts" to document the process. The video work will be available on the WPG web page and Facebook page. The videographer will mentor a student who will participate in filming and editing.

Our submission is due in December, but we are hoping to have your letter of support by the end of November and preferably before Thanksgiving. To this end, please find a letter format that might be used to acknowledge City support with the City letterhead.

We hope to add you to our partnership.

Thank you,

Liz Coman, Chair Winters Participation Gallery for the Arts Board

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 19, 2024

FROM: Jeremy Craig, City Manager

SUBJECT: Approve cooperative agreement 2024-11 for the Winters Community Library between the Winters Joint Unified School District, the County of Yolo, and the City of Winters.

RECOMMENDATION:

Approve cooperative agreement 2024-11 for the Winters Community Library between the Winters Joint Unified School District ("School District"), the County of Yolo ("County"), and the City of Winters ("City").

BACKGROUND:

Since 2006, the Winters Community Library has been operating under a cooperative agreement between the school district, county, and city. This new cooperative agreement updates the 2006 agreement.

DISCUSSION:

The updated cooperative agreement updates terminology and clearly defines the role of each entity. For the City of Winters, it establishes the continuation of our current funding levels with an annual CPI adjustment to that amount as defined by the All Urban Consumers Consumer Price Index for the San Francisco-Oakland-Hayward area. It further indicates the City would support an expansion of the library to a 4,000-square-foot area immediately south of the building but with no financial commitment. There are no current plans for such an expansion.

FISCAL IMPACT:

The City currently makes a $26,500 contribution to the library's operations, which will continue under this agreement with annual adjustments for inflation. There are no other financial commitments in the agreement.

ATTACHMENTS:

1. Cooperative Agreement for the Winters Community Library

AGREEMENT NO. 24-11

COOPERATIVE AGREEMENT FOR THE WINTERS COMMUNITY LIBRARY

This Cooperative Agreement ("Agreement") is made and entered into this___ day of _____, ____, between the Winters Joint Unified School District ("School District"), the City of Winters ("City"), and the County of Yolo ("County") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the School District, the City, and the County mutually agree to enter into a joint use cooperative agreement to continue operating a joint use, co-located public and school library, known as the Winters Community Library ("the Library"); and

WHEREAS, the School District and the County also entered into a site lease agreement for the Library site on January 6, 2004 (Agreement No. 04-08) pursuant to which School District agreed to lease a portion of the real property on the Winter High School campus grounds for the County to construct and operate the Library with a term of 50 years commencing upon substantial completion of construction of the Library ("Site Lease"); and

WHEREAS, the Parties entered into an initial Cooperative Agreement regarding the Parties' respective responsibilities regarding the Library (Yolo County Agreement No. 06-329), consistent with the Site Lease, as of December 6, 2006, which was amended several times as follows: on May 1, 2007 to increase certain contributions for construction of the Library (Agreement No. 07-99, First Amendment), on May 6, 2008 to specify the manner of ensuring student safety pursuant to Education Code section 17077.42 (Agreement No. 08-04, Second Amendment), on September 23, 2008 to make other revisions regarding the Parties' Library construction funding responsibilities (Agreement No. 08-244, Third Amendment), and on August 4, 2009 to clarify the Library operating hours and other items (Agreement No. 09-145, Fourth Amendment); and

WHEREAS, construction of the Library was completed in November 2009 and the Parties have continued to jointly operate the Library according to Agreement No. 06-329, as amended, and now desire to the enter into this new, updated Agreement regarding the cooperative use and operation of the Library; and

WHEREAS, it is to the mutual benefit of the School District, the City, and the County to continue to contribute jointly to the operation of this joint use, co-located Library which serves the interests, convenience and needs of the general public, the community at large, the School District, and of children and adults of all ages; and

WHEREAS, the School District, the City, and the County desire to continue working cooperatively to provide for the Library's financial and operational support consistent with the terms and conditions set forth below in this updated Agreement, which will replace and supersede Agreement No. 06-329;

NOW, THEREFORE, in consideration of the promises herein, the Parties herein do hereby agree as follows:

SECTION 1. VISION AND MISSION.

A. The Library will encourage reading, literacy, lifelong learning and cultural awareness. It will provide access to worldwide information for all members of its community. The Library will be a central place where all people can gather to exchange ideas and pursue community interests in a welcoming environment.

B. The Library will provide community and student access to books, information technology and other media to foster a love of reading and learning for users of all ages.

SECTION 2. GOVERNANCE AND RESPONSIBILITY FOR MANAGEMENT OF LIBRARY.

A. The Board of Supervisors of the County of Yolo shall be the Governing Board for the Library ("Governing Board"). The County shall have responsibility for the development of policies and the overall management, operation and maintenance of the Library subject to the terms and conditions of this Agreement. In the development of the operational policies for the Library, as those policies may directly impact the School District use or City use of the Library, the County shall acquire the consent of representatives of the School District and the City, which consent shall not be unreasonably withheld, prior to adoption of any of these operational policies. As set forth in this Agreement, the County Librarian shall have primary responsibility for the operation of the Library subject to Governing Board approved policies and under the supervision of the County Administrative Officer.

B. As further described in Section 4.D of this Agreement, School District students visiting or working in the Library are considered "students" during all school hours and all school-related events. The School District shall retain jurisdiction over its students who are visiting or working in the Library during school hours. The safety of pupils during the school day within the confines of the Library is ensured by the School District in accordance with Winters Joint Unified School District Board Policy 5142(a), (b), and (c) and Winters Joint Unified School District Administrative Policy 5142(a), (b), and (c), which specifically address student safety, as these policies may be amended by the Winters Joint Unified School District.

C. Library Advisory and Coordination Committee

(i) There shall be a Library Advisory and Coordination Committee ("LACC") for the Library to serve as a mechanism to address Library operational issues, including staffing and service levels.

(ii) The LACC shall consist of eight members appointed as follows: the County Librarian; one County staff member appointed by the County Librarian; two School District staff members appointed by the Superintendent of the School District; one City of Winters staff member appointed by the City Manager; the City of Winters representative appointed by the City of Winters to serve on the Yolo County Library Advisory Board, one member appointed by the Winters Friends of the Library; and one at large member appointed by the Board of Supervisors upon recommendation of the Board member whose supervisorial district includes the City of Winters. No member shall hold an elective office on a governing board of any of the Parties. The County Librarian shall notify the appointing agency/organization of vacancies on the LACC.

(iii) The LACC shall have the following responsibilities:

(a) Advise the County Librarian on any issue directly affecting the operation of the Library,

(b) Meet at least annually to review the operations of the Library, including staffing and service levels.

SECTION 3. ROLES AND RESPONSIBILITIES OF EACH PARTY FOR FUNDING.

A. The School District shall have the following funding responsibilities:

(i) Pursuant to the Site Lease between the same Parties, provide the Site for the Library to the City and the County at no cost to either the City or the County.

(ii) Provide School District staff including staff from the Superintendent's office, the High School Principal's office, the Facilities office, the Information Technology office, and School District Librarian, as reasonably necessary to work with County representatives, City representatives and the Winters community to operate the Library. School District employees shall not be considered to be County employees under any circumstances.

(iii) Waive any and all School District fees associated with the operation of the Library.

(iv) During the term of this Agreement, undertake to do each of the following:

(a) Provide one Library Media Teacher full-time and one Library Clerk at least 15 hours per week to staff the Library when school district classes are in regular session;

(b) For each fiscal year of this Agreement, share with the County the following operating costs of the Library: communications, janitorial services and supplies, garbage pickup, equipment maintenance, building and grounds maintenance, pest management, liability insurance, legal expenses, indirect costs allocated through the County's cost allocation plan for centralized services, office expenses, postage, printing, data processing and computer maintenance, equipment, furniture, and utilities ("Shared Operating Costs");

(1) The Shared Operating Costs for the nine (9) month period that schools are in session will be apportioned between the School District and the County on an equal basis with the School District and County each paying 50 percent of the total Shared Operating Costs unless a different

percentage is agreed to in writing by the School District Board of Trustees and the County Board of Supervisors; and

(2) It is understood that the sharing of the Shared Operating Costs will be provided by the School District and the County through a combination of in-kind services and money. After both School District and County staff have completed their respective fiscal close of each fiscal year of operation of the Library pursuant to this Agreement, the School District and the County shall reconcile the services and monies provided by each so that the 50-50 share (or different percentage as agreed to in writing by the School District and the County) is met.

B. The County shall have the following funding responsibilities:

(i) Provide County staff, including staff from the County Library Department, the General Services Department, the Information Technology Department, the County Administrator's Office and the County Counsel's office, as reasonably necessary to work with School District representatives, City representatives and the Winters community, to operate the Library. County employees shall not be considered to be School District employees under any circumstances.

(ii) During the term of this Agreement, undertake to do each of the following:

(a) Provide one (1) full-time Library Branch Supervisor; Library Assistants or Library Associates (permanent and/or extra-help) for no less than a total of 40 hours per week, and an extra help Library Page for no less than six (6) hours per week to staff the Library;

(b) Provide funds for public library materials and County Central Library support services;

(c) For each fiscal year of this Agreement, share with the School District the following operating costs of the Library: communications, janitorial services and supplies, garbage pickup, equipment maintenance, building and grounds maintenance, pest management, liability insurance, legal expenses, indirect costs allocated through the County’s cost allocation plan for centralized

services, office expenses, postage, printing, data processing and computer maintenance, equipment, furniture, and utilities;

(1) The shared operating costs for the nine (9) month period that schools are in session will be apportioned between the School District and the County on a 50-50 basis unless a different percentage is agreed to by the School District Board of Trustees and the County Board of Supervisors;

(2) It is understood that the sharing of operating costs will be provided by the School District and the County through a combination of in-kind services and money. After both School District and County staff have completed their respective fiscal close of each fiscal year of operation of the Library pursuant to this Agreement, the School District and the County shall reconcile the services and monies provided by each so that the 50-50 basis (or different percentage as agreed to by the School District and the County) is met; and

(3) The County will pay all operating costs of the Library for the remaining 3 months of each fiscal year.

C. The City shall undertake each of the following:

(i) Beginning fiscal year 2023/24, provide no less than $25,000 plus 6% in City funds to offset County costs of the Library operations. Thereafter, throughout the remaining term of this Agreement, the amount paid by the City in the previous year will be increased annually consistent with increases from February to February in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward area. This annual payment by the City to the County for the operation of the Library shall be made to the County by July 31st every year for as long as the Library is operating pursuant to this Agreement.

(ii) Upon agreement of the Parties that there is a need for an expanded library due to an increase in the population of the community and that there is available sufficient funding to pay for the construction of an expansion, the City will explore all steps reasonably necessary to make land immediately to the south of the Site available for a 4,000 square foot library building expansion

and, following that exploration, make a determination as to whether it can reasonably undertake those steps.

SECTION 4. ROLES AND RESPONSIBILITIES OF EACH PARTY FOR LIBRARY STAFFING, OPERATION AND MANAGEMENT.

A. The Parties agree that the operation of the Library shall be a collaboration involving the School District, the City, and the County. The County, as owner of the Library building, shall have overall responsibility for the management, operation and maintenance of the Library, subject to the terms and conditions of this Agreement and the Site Lease. The County shall be responsible for County staff and the School District shall be responsible for School District staff and students. As set forth in Section 3 of this Agreement, the School District, the City and the County shall each provide varying levels of operational funding.

B. The Parties further agree that, subject to the terms and conditions of this Agreement, the Library will be managed on a day-to-day basis by a self-directed team comprised of a School District library staff member and a County library staff member. The School District library staff member will be the lead supervisor during school hours and the County library staff member will be the lead supervisor during County hours, including during school vacation periods. Staffing schedules for School District hours and County hours will overlap on a limited basis. Consequently, School District library staff and County library staff will confer on a regular basis regarding day-to-day operations as well as on the achievement of joint use, co-located service objectives.

C. The Library will be designed for simultaneous use by School District students and other library patrons of all ages. School District library staff and County library staff will provide an equally welcoming atmosphere for all library users.

D. School District students visiting the Library will be considered "students" during all school hours and all school related events. Students enrolled within the School District will be considered "public patrons" during all non-school hours. The School District shall retain jurisdiction over its students who are visiting the Library during school hours, The School District will assert its jurisdiction, subject to the extent permitted by law, over a student for misconduct that occurs during Library's extended, weekend, and summer hours if that student's misconduct occurs during a

scheduled school event, or if there is evidence that links the student's misconduct in the Library to a safety or security issue that originated during school hours.

E. The County Librarian, or their designee, shall have the following duties and responsibilities:

(i) To have overall responsibility for the direct management, operation and maintenance of the Library building, including its equipment, furnishings and the Library grounds, subject to the terms and conditions of this Agreement and the Site Lease;

(ii) To plan, organize and direct library activities under policy direction from the Board of Supervisors and the County Administrative Officer;

(iii) To authorize expenditures within the parameters of the approved County budget;

(iv) To make recommendations and requests to the Board of Supervisors, and the Library Advisory and Coordination Committee concerning matters relating to the operation of the Library; and

(v) To adhere to the American Library Association's Library Bill of Rights as criteria to govern decisions related to collection development, access to information and intellectual freedom.

F. The School District Superintendent, or their designee, shall have the following duties and responsibilities:

(i) To plan, organize and direct those Library activities specifically intended for School District students; and

(ii) To authorize expenditures within limitations of the approved School District Budget.

SECTION 5. <u>DISPUTE RESOLUTION PROCEDURE.</u>

A. Though the Parties hereto anticipate a collegial working relationship, it is possible that throughout the lengthy term of this Agreement, a dispute may arise due to

differences in County operational policies and School District operational policies concerning the Library. When a dispute does arise, it shall be resolved as follows:

(i) Step One is that the School District Superintendent, the County Administrator, and the County Librarian shall meet to seek a mutually acceptable resolution of any such differences.

(ii) If Step One does not result in a resolution of the differences, then Step Two is for an ad hoc committee of the School District Board of Trustees and an ad hoc committee of the Board of Supervisors to meet with the participants in Step One to seek a mutually acceptable resolution of any such differences.

(iii) If Step Two does not result in a resolution of the differences, then Step Three is for a joint meeting to be held by the School District Board of Trustees and the County Board of Supervisors with the participants in Step One to seek a mutually acceptable resolution of any such differences. Any resolution shall require the approval of a majority of each Board.

(iv) If Step Three does not result in a resolution of the differences, then the matter shall be submitted to an arbitrator selected by the presiding judge of the Yolo Superior Court. In the event that the presiding judge declines to select an arbitrator, then the participants in Step One shall meet to propose a selection method acceptable to the School District Board of Trustees and the County Board of Supervisors for the selection of the arbitrator. The decision of the arbitrator shall be final and binding on both Parties.

SECTION 6. <u>DESCRIPTION OF JOINT LIBRARY SERVICES.</u>

A. The Library will offer the following array of library services:

(i) Circulation of library materials, using the County library's integrated library system that will provide access to an online catalog including items available through interlibrary loan from other libraries;

(ii) Reference and readers' advisory assistance, with access to and staff assistance in the use of reference and other library materials, including specialized electronic resource collections;

(iii) Public access to the internet on-site via computers as well as off-site access to the Library's collection and internet resources;

(iv) Programs for children, teens, adults, and all ages, with an emphasis on early literacy programs, school class visits, teen, English-as-a-Second-Language and adult literacy programs, and a continued collaboration with the Winters Friends of the Library;

(v) Community meeting room space sufficient to seat 90 adults and to include a light refreshment alcove; the room will be divisible and the School District will be given priority access during school hours to 50% of this space. The remaining 50% of this space during school hours will be made available for use by the County library and community as outlined in the Yolo County Library Meeting Room Policy. During non-school hours, the Community Meeting Room will be made available for use by the County library and community as outlined in the Yolo County Library Meeting Room Policy;

(vi) Gallery and display space available for student and public art and exhibits in designated locations throughout the library; and

(vii) Group study spaces to accommodate a total of 10 people.

SECTION 7. LIBRARY COLLECTIONS.

A. The County will be responsible for the purchase, cataloging and processing of a wide range of materials suitable for a community library according to the "Yolo County Library Collection Development Policy." The County adheres to the American Library Association's Library Bill of Rights as criteria to govern decisions related to collection development, access to information and intellectual freedom.

B. The School District will be responsible for the purchase, cataloging and processing of curriculum related materials according to the School District Collection Policy.

SECTION 8. LIBRARY HOURS OF SERVICE.

A. The Library will be open and available to the general public and students equally during all hours of operation.

B. The Library will be open no less than 50 hours per week during any week that School District classes are in regular session.

C. The Library will be open no less than 20 hours per week during any week that School District classes are not in regular session,

SECTION 9. LIBRARY STAFFING.

The Library will be staffed with a minimum of two people at all times, with at least one person being an adult.

SECTION 10. VOLUNTEERS AND INTERNS.

The Parties agree that qualified volunteers recruited from both the School District student body and from the community will be necessary to supplement the essential library services provided by paid library staff. Such volunteers will be selected, supervised and dismissed as necessary by the County Librarian or, in the case of student volunteers/interns, the School District Librarian, or their respective designees. The County shall be solely responsible for volunteers selected, supervised, and dismissed by the County Librarian, or designee. The School District shall be solely responsible for the student volunteers selected, supervised, and dismissed by the School District Librarian, or designee. In the recruitment, supervision and dismissal of volunteers, the County and the School District will comply with all applicable laws. For privacy reasons, volunteers and interns will not be allowed access to the library's integrated library system. The intern role description is provided in Exhibit B to this Agreement, which is incorporated herein by reference.

SECTION 11. OWNERSHIP.

A. The County solely owns the Library building facility. The School District will own the underlying land but will lease it to the County and the City at no cost for the term of the Site Lease. The County will own all furnishings, equipment and library materials supplied by the County pursuant to this Agreement.

B. The School District may purchase, own and place additional furnishings, equipment and library materials in the Library, subject to approval by the County Librarian, and subject to agreement by the parties that such additional furnishings, equipment and library materials will be available to all Library patrons on the same

basis as all other furnishings, equipment and library materials purchased pursuant to this Agreement. All such additional furnishings, equipment and library materials shall be maintained at the expense of the School District and shall be clearly identified as being owned by the School District.

SECTION 12. REVIEW AND MODIFICATION PROCESS.

The County Librarian and the School District Superintendent shall meet at least annually to review the operations of the Library, including staffing and service levels, and shall make changes to Exhibit A: Winters Community Operating Guidelines as necessary.

SECTION 13. FIELD ACT APPLICABILITY.

The Library building will provide space for required educational purposes for more than twenty-four pupils enrolled in kindergarten or any of the grades 1 to 12 at any one time. Accordingly, the Parties agree that the Library will be subject to the Field Act.

SECTION 14. TERM OF AGREEMENT AND COMMITMENT TO PROVIDE JOINT USE LIBRARY SERVICES.

A. This Agreement is contingent upon approval by the governing boards of each Party. The term of this Agreement begins on the date when the last Party authorizes its designated representative to execute this Agreement on behalf of that Party.

B. This Agreement shall terminate when the Site Lease between the same parties terminates. The Site Lease between the same Parties is to continue for fifty (50) years following substantial completion of construction of the Library. The Parties agree to provide joint use library services consistent with the terms of this Agreement.

SECTION 15. INDEMNIFICATION.

A. Each Party hereto shall indemnify and hold harmless and defend the other Parties, their elected representatives, trustees, officers, agents, employees and their selected volunteers, from any and all liability, damages, costs, or expense which any indemnified Party shall become obligated to pay by reason of any claim, lawsuit or judgment on account of injury to property or injury or death to persons received or suffered which is solely caused by the act or omission of any duty of the indemnifying

Party or that Party's elected representatives, trustees, officers, agents, employees, or their selected volunteers under this Agreement.

B. Each Party hereto shall also indemnify and hold harmless and defend the other Parties, their elected representatives, trustees, officers, agents, employees, and selected volunteers for any claims made by the elected representatives, trustees, officers, agents, employees, or selected volunteers of the indemnifying Party.

C. The clauses of this Section 15 shall survive the expiration or earlier termination of this Agreement until all claims against the Parties involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

SECTION 16. INSURANCE.

A. General Liability Insurance. Each Party will procure and maintain commercial general liability insurance for bodily injury, personal injury and property damage providing for minimum limits of $2,000,000 arising from any one occurrence and a $4,000,000 general aggregate limit. Such insurance shall name the other Parties, their elected representatives, trustees, officers and employees as additional insureds by endorsement and shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII.

B. Fire and Extended Coverage Insurance. The County will procure and maintain or cause to be procured and maintained insurance on the Library with responsible insurers in an amount equal to the full replacement cost of the Library and the property located in the Library, so long as such insurance is available from reputable insurance companies, and if it is not, then in such amounts and against such risks (including accident to or destruction of the Library) as the County Risk Manager deems advisable or necessary and as usually covered in connection with facilities similar to the Library. Such insurance shall name the School District and the City as additional insureds as their interests may appear. The insurance shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII. In particular, the County will procure and maintain standard fire and extended coverage insurance, with vandalism and mischievous mischief endorsements, on the Library, its improvements and alterations, fixtures, furniture, furnishings, the collections and other property of the Library, to the extent of at least 100% of the full replacement value thereof.

C. Insurance Proceeds. In the event of any damage to or destruction of the Library caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Library and the fixtures and personal property of the Library, including, without limitation, the collections, furniture and furnishings. Upon receipt of the proceeds, the County shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur; shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible; and shall pay out of such proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Library shall be free and clear of all claims and liens.

D. Additional Replacement Costs. In the event the insurance proceeds are not sufficient to complete the reconstruction, repair or replacement of the Library, each Party agrees to have its representatives meet and confer with representatives of the other Parties to determine the funding of the amount needed to complete the reconstruction, repair or replacement of the Library.

E. Insurance Coverage Review Process. Not more frequently than every three years, if in the opinion of any of the Parties the amount of insurance coverage for each Party required by this Section 16 is at that time not adequate, each Party will consider increasing its insurance coverage as reasonably requested by the other Parties.

F. Self-Insurance and Pooled Risk. Any insurance required to be maintained pursuant to this Section 16 may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with facilities similar to the Library.

G. Certificates of Insurance. Each Party shall provide the other Parties with written evidence of the insurance required in this Section 16 in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect and naming the other Parties as additional insureds by endorsement, signed by the underwriter. Said certificates shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the County, the

City, and the School District, and each of them, before cancellation, non-renewal or change in the coverage, scope or amount of insurance.

H. Waiver of Subrogation. The County, the City, and the School District, and each of them, hereby release and relieve the others of them, and waive their entire rights of recovery against the others of them for loss or damage arising out of or incident to the perils insured against under any insurance policies carried by the Parties, and each of them, and in force at the time of any such damage, which perils occur in, on or about the Library and the Library site and to the fixtures, personal property, the improvements and alterations in or on the Library and the Library site, whether due to the negligence of the County, the City, or the School District, or their elected representatives, trustees, officers, agents, employees, contractors or invitees. The County, the City, and the School District, and each of them, shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

SECTION 17. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the County, the School District and the City with regard to the Library and supersedes all prior negotiations, representations, or other agreements, whether written or oral, with regard to the Library. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first above written.

Attest:
Julie Dachtler, Clerk
Board of Supervisors

By_____
Deputy (Seal)

County of Yolo

By_____
Lucas Frerichs, Chair
Board of Supervisors

Approved as to Form:

By_____
Phil Pogledich, County Counsel

Attest:

_____
Clerk, Board of Trustees

Winters Joint Unified School District

By_____
President, Board of Trustees

Approved as to Form:

By_____
Attorney for Winters Joint Unified School District

Attest:

_____
Jeremy Craig
, City Clerk

City of Winters

By_____
Bill Biasi, Mayor

Approved as to Form:

By_____
Ethan Walsh, Attorney for City of Winters

EXHIBIT A

WINTERS COMMUNITY LIBRARY OPERATING GUIDELINES

These Winters Community Library Operating Guidelines are intended to implement the policy direction of the Parties' Governing Boards, as provided by the Cooperative Agreement. The Winters Community Library Operating Guidelines are administrative in nature and may need to be amended as conditions change to maintain consistency with the policy direction of the Parties' Governing Boards. Accordingly, it is the intent of the Parties that changes will be determined by the County Librarian and School District Superintendent following consultation with the Library Advisory and Coordination Committee.

Section I: HOURS OF SERVICE

The parties agree that the Library will be open and available to the general public and students equally during all hours of operation during the school year.

Hours when school is in regular session are:

Monday/Wednesday	08:00 am – 06:00 pm
Tuesday/Thursday	08:00 am – 08:00 pm
Friday	08:00 am – 05:00 pm
Saturday	01:00 pm – 05:00 pm

Hours when school is not in regular session are:

Monday/Wednesday	10:00 am – 06:00 pm
Tuesday/Thursday	12:00 pm – 08:00 pm
Friday/Saturday	01:00 pm – 05:00 pm

County Holidays are:

Independence Day
Labor Day
Veteran’s Day
Thanksgiving and the day after
Christmas Day
New Year’s Day
Martin Luther King, Jr. Day
President’s Day
Cesar Chavez Day
Memorial Day
Juneteenth

School District non-attendance days are:

Professional development days
Non-instructional days
Teacher workdays
Independence Day
Labor Day
Veteran's Day
Thanksgiving Recess
Winter Recess
Admission Day
New Year's Day
Martin Luther King, Jr. Day
President's Day
Spring Recess
Memorial Day

Holidays for both jurisdictions may change periodically. Both the School District and the County may close the Library on one or more workdays throughout the year as determined by their respective jurisdictions.

Section II: STAFFING

The proposed staffing plan the Winters Community Library is as follows:

School District

Library Media Teacher*	1 regular full-time (37.5 hours) during school year
School Library Technician &/or Library Clerk	1 part-time, 15 hours per week during school year

* May or may not be the School District Librarian.

Library

Library staff will be assigned in the following categories as needed to optimally staff open hours, and will include the following positions:

Library Branch Supervisor
Library Assistants or Library Associates (permanent and/or extra-help)
Library Page

To the extent permitted and/or required by applicable law, all employees assigned to the Library will comply with the Michelle Montoya School Safety Act. The School District and County will require fingerprinting and a criminal background check for all employees.

Section III: INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

Integrated Library System/On-Line Public Access Catalog

The School District and County agree to use Yolo County Library's Sierra Integrated Library System for circulation control, patron database, and online catalog.

Computer and Peripheral Devices

All public and staff computers and printers will be connected to the Yolo County Library network, which access the internet through CENIC. Ongoing costs and supplies to maintain and replace the equipment are included in the shared operating costs.

Voice and Data-Line Service

County of Yolo Innovation and Technology Services (County IT) staff maintain all cabling in the Winters Community Library. Telephone service shall be maintained by the County of Yolo.

Technical Support

Technical support for the network and for all computers in the Winters Community Library will be provided by County of Yolo Innovation and Technology Services staff. Costs for this support are included in the shared operating costs.

Access to this equipment and data shall be provided to County of Yolo Innovation and Technology Services staff at all times. Any proposed changes to the Library building infrastructure regarding telecommunications and IT-related services shall be referred to County IT prior to implementation.

Section IV: INTERNET ACCESS

The Winters Community Library will provide access to the Internet for all users consistent with applicable law. All public access computers for school students will be filtered during the school day if consistent with applicable law. At all other times the public access computers will not be filtered if consistent with applicable law. Staff workstations will not be filtered if consistent with applicable law. Both the School District and County Library will have in force Internet Use Policies for users of the internet during the term of this Agreement. The School District policy shall govern school users and the County Library policy shall govern public users.

Section V: FINES/FEES

All users shall be charged fees for the use of copy machines and computer printers. All users shall be charged fees for damaged or lost materials, and collection agency fees when applicable. Money collected for fines, fees, or lost or damaged books shall accrue to the County Library.

Section VI: COMMUNITY MEETING ROOM

Winters Community Library staff will create and maintain a scheduling calendar and schedule use of the room according to the County Library's Community Meeting Room Policy.

Section VII: SECURITY

Building Security

The alarm system at the Winters Community Library is integrated into the alarm system used at other County Library branches. The alarm system allows the Community Meeting Room to be accessed during non-library hours. Maintenance of the building security system shall be included in the shared operating costs.

Keys

Keys shall be provided only to School District employees designated by the School Superintendent and to County Library employees designated by the County Librarian. Meeting Room keys shall be issued by Winters Community Library staff subject to Meeting Room Use policies.

Security Cameras

The County may install security cameras on the Library building. Such security cameras may be installed by the County inside and/or on the exterior of the Library building at the County’s sole cost without further approval from the School District, but the County shall provide reasonable notice of any planned installation(s) to the School District.

The School District may install security cameras on or around the exterior of the Library building and parking areas to monitor school property at its sole cost without further approval from the County, but the School District shall provide reasonable notice of any planned installation(s) to the County. Security cameras installed by the School District may not be used to monitor the Library entrance or any activity inside the Library building.
Section VII: PARKING

The 30 parking spaces on the Library site shall be reserved for Winters Community Library users during all hours the Library is open. Additional parking will be available on school property adjacent to the Library site during non-school hours.

EXHIBIT B LIBRARY

INTERN ROLE DESCRIPTION

DEFINITION
Under close supervision, to perform routine and manual work in the Winters Community Library. Expectations and standards of the Winters High School student conduct policy are to be followed at all times.

COURSE TITLE: LIBRARY INTERN
One-year course-10 credits
Grades: 11, 12
Subject Area: G Elective (pending UC/CSU approval upon submission)
No prerequisite courses
The library intern will work under the supervision of the library staff. Students assume the roles and responsibilities of a library employee and receive "on-the-job" training. The responsibilities of the library intern include but are not limited to helping to run the circulation desk, cleaning the library, organizing the library, creating displays, educating patrons about the self-check-out kiosk, helping with storytime and library programming, helping patrons and students find resources in the library and on-line, helping members of the public use the computers and teaching them how to use the OPAC, helping patrons over the phone and taking messages for library employees. Additionally, every grading period, students will be required to complete a written assignment. Students will also learn customer service skills and receive opportunities to work on their professional skills.

Essential Functions
Assists students and public patrons with general library needs including finding materials, using the OPAC, and providing basic computer help; obtains assistance from library or school staff when needed;
Assists with keeping the library a clean, welcoming environment;
Assists teachers as needed with book and equipment;
Sorts and shelves books and other library material according to an established system;
Prepares and boxes discarded materials;
Sets up meeting room and equipment for classes, presentations, and meetings;
Repairs worn or damaged materials regarding simple mending;
Maintains proper order and neatness of shelved books;
Keeps the service desk stocked with handouts, flyers, and office supplies;
Performs routine set-up and shut down of computers;
Assists library staff with programs and crafts and performs other related work as required;
Assists with other duties as requested by library or school staff; and
Provides reader's advisory for other students and patrons and creates shelf talkers with book recommendations.

Knowledge & Ability
Knowledge of: alphabetical and numerical sequence;
Knowledge of and ability to use basic computer skills, including OPAC searches, Word, PowerPoint, Excel, internet, and email;
Knowledge of library website and how to find resources to direct patrons;
Knowledge of and ability to use library platforms including Libby; and
Ability to learn how to access and use general library services and digital content (including borrowing materials, eBooks and audiobooks, park passes, Discover & Go, Career Online High School, drivers education tests, database research, content creation kits, Read Around Yolo (R.A.Y. book club kits), Yolo Reads, 3D printing, and meeting rooms)

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	November 19, 2024
THROUGH:	Jeremy Craig, City Manager
FROM:	Shery Reyes, Senior Accountant
SUBJECT:	Payment of Claims for the month of September 2024

RECOMMENDATION:
Approve payments made in accordance with the adopted City of Winters budget.

BACKGROUND:
The Administrative Services Department is responsible for ensuring the financial obligations of the City are met in a timely and accurate manner. Accounts Payable processes payments to external vendors on a weekly basis and employee payroll is processed biweekly while any payment requiring remittance by wire transfer is paid on an as-needed basis.
Pursuant to California Government Code Section 37208, payments drawn in accordance with the City's approved budget need not be ratified by the legislative body prior to payment. The warrant registers (accounts payable and payroll) shall be presented to the legislative body for ratification and approval at the first meeting after payments have been processed. The Administrative Services Director has submitted the register(s) showing the payments processed within the timeframe above for approval by the City Council.

FISCAL IMPACT:
Total of payments processed for the reporting period: $1,051,855.30

ATTACHMENTS:
1. Affidavit of Administrative Services Director
2. A/P Registers
3. Payroll Registers

Check Register Totals for Month Ending September 30, 2024

Accounts Payable	$	649,896.06
Payroll	$	401,959.24
Grand Total	$	1,051,855.30

Prepared by:

Shery Reyes

Shery Reyes, Senior Accountant

Certified by:

Cathy Mathews, Director of Administrative Services

City of Winters
Month End Cash Disbursements Report
Prior Period Report for 09-24 BANK ACCOUNT 10100

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-24	061751	09/24/24	\A025 (ANDERSON'S WELDING,		(70.00)	.00	(70.00)	Ck# 061751 Reversed
	062337	09/25/24	\T017 (TRAIN, STEVEN & DONNA		(100.00)	.00	(100.00)	Ck# 062337 Reversed
	062486	09/06/24	ABA02 (ASSOCIATION OF BAY AREA GOVE		611.01	.00	611.01	Automatic Generated Check
	062487	09/06/24	ALS02 (ALSCO-GEYER IRRIGATION, INC)		10,245.22	.00	10,245.22	Automatic Generated Check
	062488	09/06/24	AMP01 (AMPLE ELECTRIC INC)		8,021.00	.00	8,021.00	Automatic Generated Check
	062489	09/06/24	AMR00 (AMERICAN RIVER COLLEGE)		74.00	.00	74.00	Automatic Generated Check
	062490	09/06/24	ANA01 (ANA P. CARRILLO)		3,150.00	.00	3,150.00	Automatic Generated Check
	062491	09/06/24	BAD01 (BADGER METER INC.)		2,232.57	.00	2,232.57	Automatic Generated Check
	062492	09/06/24	BSK00 (BSK ASSOCIATES)		1,163.32	.00	1,163.32	Automatic Generated Check
	062493	09/06/24	CIN03 (CINTAS CORPORATION #622)		604.50	.00	604.50	Automatic Generated Check
	062494	09/06/24	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	062495	09/06/24	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	062496	09/06/24	COM12 (COMDATA)		20,440.85	.00	20,440.85	Automatic Generated Check
	062497	09/06/24	CUE03 (DARION CUETO)		54.00	.00	54.00	Automatic Generated Check
	062498	09/06/24	DAS01 (DAS-DEVELOPMENT ADVISORY SER		13,125.00	.00	13,125.00	Automatic Generated Check
	062499	09/06/24	DEV01 (DEVELOPMENT COMPLIRNCE SOLUT		25,520.00	.00	25,520.00	Automatic Generated Check
	062500	09/06/24	DIX03 (DIXON LANDSCAPE MATERIALS IN		397.29	.00	397.29	Automatic Generated Check
	062501	09/06/24	FAR03 (FARMERS CLOSET)		500.00	.00	500.00	Automatic Generated Check
	062502	09/06/24	GRA06 (SMART SOURCE LLC)		632.77	.00	632.77	Automatic Generated Check
	062503	09/06/24	HOL06 (HOLT OF CALIFORNIA)		2,534.46	.00	2,534.46	Automatic Generated Check
	062504	09/06/24	HOR00 (HORIZON)		1,860.09	.00	1,860.09	Automatic Generated Check
	062505	09/06/24	IND01 (INDUSTRIAL PLUMBING SUPPLY)		632.25	.00	632.25	Automatic Generated Check
	062506	09/06/24	INT03 (INTERSTATE OIL COMPANY)		3,026.98	.00	3,026.98	Automatic Generated Check
	062507	09/06/24	INT09 (INTERSTATE SALES)		277.24	.00	277.24	Automatic Generated Check
	062508	09/06/24	OWE01 (OWEN EQUIPMENT COMPANY)		2,162.11	.00	2,162.11	Automatic Generated Check
	062509	09/06/24	PGE00 (PACIFIC GAS & ELECTRIC CO)		37,387.63	.00	37,387.63	Automatic Generated Check
	062510	09/06/24	PIS01 (PISANIS AUTO PARTS)		409.60	.00	409.60	Automatic Generated Check
	062511	09/06/24	PIS02 (PISANI'S SERVICE)		2,507.72	.00	2,507.72	Automatic Generated Check
	062512	09/06/24	PIT01 (PITNEY BOWES INC)		1,824.24	.00	1,824.24	Automatic Generated Check
	062513	09/06/24	PLT01 (PLATT)		144.35	.00	144.35	Automatic Generated Check
	062514	09/06/24	PVS01 (UNIVAR USA INC.)		3,774.37	.00	3,774.37	Automatic Generated Check
	062515	09/06/24	S&N00 (S&N AIROFLO INC.)		3,871.14	.00	3,871.14	Automatic Generated Check
	062516	09/06/24	SWI01 (SWITZER ENTERPRISES)		6,605.00	.00	6,605.00	Automatic Generated Check
	062517	09/06/24	TRI01 (TRINIDAD BATAD)		36.00	.00	36.00	Automatic Generated Check
	062518	09/06/24	VUL01 (VULCAN CONSTRUCTION MATERIAL		698.43	.00	698.43	Automatic Generated Check
	062519	09/06/24	WAV01 (WAVE BROADBAND)		158.05	.00	158.05	Automatic Generated Check
	062520	09/06/24	WIN0A (CITY OF WINTERS-UTILITIES)		7,592.40	.00	7,592.40	Automatic Generated Check
	062521	09/06/24	YOL0W (YOLO COUNTY INNOVATION AND T		210.00	.00	210.00	Automatic Generated Check
	062522	09/06/24	YUB01 (YUBA CITY POLICE DEPT.)		250.00	.00	250.00	Automatic Generated Check
	062523	09/20/24	AIR01 (AIRGAS-N.CALIF & NEVADA)		130.91	.00	130.91	Automatic Generated Check
	062524	09/20/24	AMP01 (AMPLE ELECTRIC INC)		42,246.00	.00	42,246.00	Automatic Generated Check
	062525	09/20/24	BAY05 (STEVEN RESTIVO)		2,000.00	.00	2,000.00	Automatic Generated Check
	062526	09/20/24	BSK00 (BSK ASSOCIATES)		4,225.26	.00	4,225.26	Automatic Generated Check
	062527	09/20/24	CHE01 (SCP DISTRIBUTORS LLC)		958.51	.00	958.51	Automatic Generated Check
	062528	09/20/24	CIN03 (CINTAS CORPORATION #622)		402.55	.00	402.55	Automatic Generated Check
	062529	09/20/24	CON07 (WASHINGTON NATIONAL INS)		214.50	.00	214.50	Automatic Generated Check
	062530	09/20/24	DEP06 (DEPT. OF PESTICIDE REG)		140.00	.00	140.00	Automatic Generated Check
	062531	09/20/24	DIX03 (DIXON LANDSCAPE MATERIALS IN		662.40	.00	662.40	Automatic Generated Check
	062532	09/20/24	DOD01 (DODGE CHRYSLER JEEP OF VACAV		177.12	.00	177.12	Automatic Generated Check
	062533	09/20/24	FAS03 (FAST & EASY WINTERS)		78.00	.00	78.00	Automatic Generated Check
	062534	09/20/24	FIR04 (FIRE SAFETY EDUCATION)		251.54	.00	251.54	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-24	062535	09/20/24	HAN03 (HANLEES CHEROLET)		64,458.08	.00	64,458.08	Automatic Generated Check
	062536	09/20/24	HOR00 (HORIZON)		655.22	.00	655.22	Automatic Generated Check
	062537	09/20/24	LEG01 (LEGALSHIELD)		225.45	.00	225.45	Automatic Generated Check
	062538	09/20/24	LIF01 (LIFE-ASSIST, INC)		165.42	.00	165.42	Automatic Generated Check
	062539	09/20/24	LNCUR (LN CURTIS & SONS)		4,631.96	.00	4,631.96	Automatic Generated Check
	062540	09/20/24	LUH00 (LUHDORFF & SCALMANINI)		11,041.64	.00	11,041.64	Automatic Generated Check
	062541	09/20/24	NJA01 (NJA ARCHITECTURE)		193,590.00	.00	193,590.00	Automatic Generated Check
	062542	09/20/24	OCC00 (OCCU-MED)		110.00	.00	110.00	Automatic Generated Check
	062543	09/20/24	PAC07 (PACIFIC ACE HARDWARE)		342.53	.00	342.53	Automatic Generated Check
	062544	09/20/24	PAY01 (PAYMENTUS CORP)		2,389.68	.00	2,389.68	Automatic Generated Check
	062545	09/20/24	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	062546	09/20/24	PIS01 (PISANIS AUTO PARTS)		1,541.32	.00	1,541.32	Automatic Generated Check
	062547	09/20/24	PIS02 (PISANI'S SERVICE)		35.00	.00	35.00	Automatic Generated Check
	062548	09/20/24	PLT01 (PLATT)		1,306.72	.00	1,306.72	Automatic Generated Check
	062549	09/20/24	PRO07 (PROFESSIONAL POOLS)		1,095.50	.00	1,095.50	Automatic Generated Check
	062550	09/20/24	QUI01 (QUILL CORPORATION)		608.19	.00	608.19	Automatic Generated Check
	062551	09/20/24	ROB03 (ROBERT GUERIN)		1,000.00	.00	1,000.00	Automatic Generated Check
	062552	09/20/24	SAL10 (SALLY SWANSON ARCHITECTS, IN		365.25	.00	365.25	Automatic Generated Check
	062553	09/20/24	SEL01 (MELVIN SELF)		75.00	.00	75.00	Automatic Generated Check
	062554	09/20/24	SON01 (SONCO HEATING & A/C)		450.00	.00	450.00	Automatic Generated Check
	062555	09/20/24	SUI00 (SUISUN VALLEY GROWER)		596.45	.00	596.45	Automatic Generated Check
	062556	09/20/24	SWI01 (SWITZER ENTERPRISES)		91.16	.00	91.16	Automatic Generated Check
	062557	09/20/24	VIS01 (VISION SERVICE PLAN (CA))		246.97	.00	246.97	Automatic Generated Check
	062558	09/20/24	WAV01 (WAVE BROADBAND)		146.39	.00	146.39	Automatic Generated Check
	062559	09/20/24	WES21 (WESTERN EXTRICATION SPECIALI		233.77	.00	233.77	Automatic Generated Check
	062560	09/25/24	AMA01 (AMAZON CAPITAL SERVICES)		5,941.37	.00	5,941.37	Automatic Generated Check
	062561	09/25/24	AME13 (AMERICAN EXPRESS)		4,365.14	.00	4,365.14	Automatic Generated Check
	062562	09/25/24	ATT02 (AT&T)		236.85	.00	236.85	Automatic Generated Check
	062563	09/25/24	AUS01 (VESTIS SERVICES,LLC)		249.38	.00	249.38	Automatic Generated Check
	062564	09/25/24	BAY03 (BAY ALARM COMPANY)		127.50	.00	127.50	Automatic Generated Check
	062565	09/25/24	BBK01 (BEST BEST & KRIEGER LLP.)		17,775.78	.00	17,775.78	Automatic Generated Check
	062566	09/25/24	BSK00 (BSK ASSOCIATES)		68.01	.00	68.01	Automatic Generated Check
	062567	09/25/24	CIN03 (CINTAS CORPORATION #622)		200.60	.00	200.60	Automatic Generated Check
	062568	09/25/24	CLA01 (CLARK PEST CONTROL)		148.00	.00	148.00	Automatic Generated Check
	062569	09/25/24	COR01 (CORBIN WILLITS SYSTEMS)		1,200.48	.00	1,200.48	Automatic Generated Check
	062570	09/25/24	GEC01 (TOSHIBA FINANCIAL SERVICES)		3,004.37	.00	3,004.37	Automatic Generated Check
	062571	09/25/24	HDL01 (HDL, COREN & CONE)		695.00	.00	695.00	Automatic Generated Check
	062572	09/25/24	HOR00 (HORIZON)		1,294.75	.00	1,294.75	Automatic Generated Check
	062573	09/25/24	INL01 (INLAND BUSINESS SYSTEMS)		312.24	.00	312.24	Automatic Generated Check
	062574	09/25/24	INT03 (INTERSTATE OIL COMPANY)		2,801.24	.00	2,801.24	Automatic Generated Check
	062575	09/25/24	LEM01 (LEMURIA NURSERY)		386.55	.00	386.55	Automatic Generated Check
	062576	09/25/24	LUN00 (TONY LUNA)		400.00	.00	400.00	Automatic Generated Check
	062577	09/25/24	MAL01 (MALTSBERGER MECHANICAL)		1,118.50	.00	1,118.50	Automatic Generated Check
	062578	09/25/24	MAR24 (RUBEN MARTINEZ)		630.00	.00	630.00	Automatic Generated Check
	062579	09/25/24	MRG01 (MRG,LLC)		9,648.55	.00	9,648.55	Automatic Generated Check
	062580	09/25/24	MUT01 (MUTUAL OF OMAHA)		4,452.07	.00	4,452.07	Automatic Generated Check
	062581	09/25/24	NIN01 (GABRIEL XAVIER NINO)		680.00	.00	680.00	Automatic Generated Check
	062582	09/25/24	PAY01 (PAYMENTUS CORP)		2,140.61	.00	2,140.61	Automatic Generated Check
	062583	09/25/24	PGE00 (PACIFIC GAS & ELECTRIC CO)		793.15	.00	793.15	Automatic Generated Check
	062584	09/25/24	PLT01 (PLATT)		189.53	.00	189.53	Automatic Generated Check
	062585	09/25/24	QUI01 (QUILL CORPORATION)		2,906.81	.00	2,906.81	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-24	062586	09/25/24	SHR01 (STERICYCLE INC)		156.87	.00	156.87	Automatic Generated Check
	062587	09/25/24	SIE02 (ALHAMBRA SPRING WATER)		216.92	.00	216.92	Automatic Generated Check
	062588	09/25/24	TER03 (ANGELA MARTINEZ)		870.00	.00	870.00	Automatic Generated Check
	062589	09/25/24	THE02 (THE RADIO GUYS)		33.14	.00	33.14	Automatic Generated Check
	062590	09/25/24	TOS02 (TOSHIBA FINANCIAL SERVICES)		1,746.45	.00	1,746.45	Automatic Generated Check
	062591	09/25/24	WAV01 (WAVE BROADBAND)		4,243.48	.00	4,243.48	Automatic Generated Check
	062592	09/25/24	WIN0R (WINTERS HEALTHCARE)		600.00	.00	600.00	Automatic Generated Check
	062593	09/25/24	YOL0Q (Yolo County Visitors)		16,341.18	.00	16,341.18	Automatic Generated Check
	062594	09/25/24	YOL29 (YOLO COUNTY ADMINISTRATOR'S		988.00	.00	988.00	Automatic Generated Check
	062595	09/25/24	VOID (Reversed Check)		.00	.00	.00	Ck# 062595 Reversed
	062596	09/25/24	VOID (Reversed Check)		.00	.00	.00	Ck# 062596 Reversed
	EFT9-7	09/18/24	PER01 (PERS)		31,160.16	.00	31,160.16	PERS PPE 08/18/24 ALLOCAT
	EFT9-8	09/23/24	PER01 (PERS)		32,321.30	.00	32,321.30	PERS ALLOCATIONS FOR PPE
			Total for Bank Account 10100 ----->		649,896.06	.00	649,896.06	
			Grand Total of all Bank Accounts ----->		649,896.06	.00	649,896.06	

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Manual		631.05		631.05	
	Reg	155	12,390.38	253,786.65	266,177.03	
	Rev		-2,742.25		-2,742.25	
	Totals	**157**	**10,279.18**	**253,786.65**	**264,065.83** →	**264,065.83**

Third Party Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	16	14,618.66	5,060.00	19,678.66	
	Totals	**16**	**14,618.66**	**5,060.00**	**19,678.66** →	**19,678.66**
	Total Net Payroll Liability		**24,897.84**	**258,846.65**	**283,744.49** →	**283,744.49**

Tax Liabilities

CA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount	
California SITW	698-1462-2		Fed Semi-Weekly	358,311.15	358,311.15	16,142.37		
CA SDI - Employee				161,215.23	161,215.23			
Totals						**16,142.37**		→ **16,142.37**

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount	
CA Edu & Training		0.001000		400,403.13	15,490.77		15.49	
California SUI	698-1462-2	0.026000	Quarterly	400,403.13	15,490.77		402.76	
Totals							**418.25**	→ **418.25**

FITW and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount	
Federal Income Tax	94-6000457		Semi-Weekly	358,311.15	358,311.15	40,824.66		
Medicare				400,403.13	400,403.13	5,805.92		
Medicare - Additional				400,403.13	400,403.13			
Medicare - Employer				400,403.13	400,403.13		5,805.84	
OASDI				400,403.13	396,916.71	24,608.87		
OASDI - Employer				400,403.13	396,916.71		24,608.84	
Totals						**71,239.45**	**30,414.68** →	**101,654.13**

FUTA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount	
Fed Unemployment	94-6000457		Quarterly	161,215.23	14,740.77			
Totals							→	**0.00**

Total Tax Liability	**87,381.82**	**30,832.93** →	**118,214.75**
Total Payroll Liability		**401,959.24** →	**401,959.24**

Minutes of the Regular Meeting of the Winters City Council Held November 5, 2024

Mayor Bill Biasi Called the meeting to order at 6:32 PM

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

Absent: None

Staff: City Manager Jeremy Craig, Joanna Gin, Interim Police Chief Joseph Kreins, Eric Lucero, Cathy Matthews, Fire Captain Matthew Schechla, Fire Chief Jack Snyder, Zorina Treat

PLEDGE OF ALLIEGENCE
Fire Captain Matthew Schechla led the Pledge of Allegiance.

APPROVAL OF THE AGENDA
Motion by Council Member Scianna, seconded by Council Member Loren 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.

PUBLIC COMMENTS
Kate Laddish praised the recent swim season, thanking Pool Manager Ruby Rodriquez and staff, along with City Hall and Public Works, for their support. Lastly, she discussed a recent meeting with Congressman Mike Thompson and USDA Rural Development representatives, highlighting potential funding opportunities for local projects.

CONSENT CALENDAR

6.A. Warrant Register for the Months of May, June, July and August 2024

6.B. Resolution No. 2024-67 Approving an Agreement for Well Maintenance Services with Subsurface Technologies, Inc. for Wells 2 and 6 in an Amount Not to Exceed $29,029 Annually

6.C. Minutes of the Regular Meeting of the Winters City Council Held on October 15th, 2024

Mayor Bill Biasi provided an overview of the consent calendar items.

Mayor Bill Biasi noted he was not in attendance of the meeting and abstained from that item's approval.

Motion by Mayor Pro Tem Al Vallecillo, second by council Member Scianna to approve the Consent Calendar as presented. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo

NOES: None

ABSTAIN: Mayor Bill Biasi (ITEM 6.C.)

ABSENT: None

PRESENTATIONS

7.A. Presentation of the National Fire Academy Managing Fire Officer Program

Fire Chief Jack Snyder honored Captain Matt Schechla for completing the Managing Fire Officer Program at the National Fire Academy. This program, known for its rigorous training and competitive selection, helps develop leadership in fire officers. Schechla's capstone project focused on cancer reduction practices for Winter's Fire Department, aiming to improve firefighter health and safety. As the first in Winter's history to earn this certification. Chief Snyder presented him with a certificate, a pin, and unique commemorative coins to mark this achievement.

7.B. Receive the Citywide Classification and Compensation Study Report and Proposed Updated Job Descriptions/Classifications

Georgia Cochran, Management Strategies Group, presented the final report on classification and compensation. Twenty-five job classifications were studied to ensure fair pay, improve hiring, support employee growth, and make performance management easier to capture the unique needs of a small city like Winters, where employees often take on multiple roles. HR will discuss the findings with employee groups before any council action.

DISCUSSION ITEMS

8.A. Resolution 2024-68 of the City Council of the City of Winters authorizing the City to join the Statewide Community Infrastructure Program (SCIP); authorizing the California Statewide Communities Development Authority (CSCDA) to accept applications from property owners, conduct special assessment proceedings and levy assessments and special taxes and to form assessment districts and community facility districts within the territory of the City of Winters; embodying a joint community facilities agreement setting forth the terms and conditions of community facilities districts financings; approving form of acquisition agreement for use when applicable; and authorizing related actions.

City Manager, Jeremy Craig, stated that council previously discussed joining the Statewide Community Infrastructure Program (SCIP), which helps developers finance public infrastructure costs through low-interest, long-term bonds. This approach spreads expenses over 20 years, easing the burden on developers and potentially lowering housing costs. The city's role would be minimal, only processing applications while SCIP manages bonds and payments. By joining, the city could attract more development projects, with current interest from Grocery Outlet and Farmstead. Staff recommended adopting the resolution, aligning with neighboring cities that already offer this program.

Motion by Council Member Loren, seconded by Council Member Casavecchia 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

8.B. Resolution No. 2024-69 designating $1.5 million from development impact fees for Senior Center Construction Project

City Manager Jeremy Craig acknowledged Eric, Colleen, and Nelly for their prompt efforts in preparing and submitting the CDBG grant application for the Senior Center. The grant application requires a funding commitment. The Council discussed reviewing funding options before commencing construction. Conversation ensued.

Valentina Lowden expressed how vital the Senior Center is to this town and its community.

Motion by Mayor Pro Tem Albert Vallecillo, seconded by Council Member Loren to approve Resolution 2024-69 designating $1.5 development impact fee funds towards the Senior Center Construction Project. Motion carries by the following vote:

AYES: Jesse Loren, Carol Scianna, Mayor Pro Tem Albert Vallecillo, Mayor Bill Biasi

NOES: Council Members Richard Casavecchia

ABSENT: None

ABSTAIN: None

CITY MANAGER REPORT

A PGE power safety shutoff is currently in effect, leaving some homes without power, possibly for up to three days. To help residents cope, go-bags with essential supplies—like water, blankets, and other necessities—are available for pickup at city hall and the fire station. These resources are available for anyone who needs them, so residents are encouraged to pick one up for themselves or assist a neighbor in need.

INFORMATION ONLY

Mayor Bill Biasi acknowledged an email sent on October 20th by a thankful resident,

commending Tony Luna, the Water Operations Manager. Luna assisted a woman whose daughter had dropped her cell phone into a drainage grate by creating a tool to retrieve it. The mayor praised Luna's helpfulness and highlighted this as a positive example of city staff going above and beyond to assist the community.

ADJOURNMENT
Meeting adjourned at 7:59 PM

_____
Bill Biasi, MAYOR

ATTEST:

_____
Zorina Treat, Deputy City Clerk

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS HONORING JOHN MILLER FOR HIS 8 YEARS OF SERVICE AT THE WINTERS POLICE DEPARTMENT

WHEREAS John Miller began his tenure in law enforcement at 14 years old as a cadet at the Contra Costa County Sheriff's Office. At 21, he became a Reserve Deputy Sheriff, working in both detention and patrol. After obtaining a Bachelor's degree in Business Administration, option in Personnel Administration and Industrial Relations from California State University, Hayward, Miller graduated the Napa Police Academy. Miller served 6 years at the Vacaville Police Department, 9 years at the Vallejo Police Department, and 4 years at the Pacific Grove Police Department; and

WHEREAS John Miller served the Winters Police Department for 8 years. He has envisioned, collaborated, and executed a unifying vision for the Winters Police Department. He focused on the Department's core values and served in various leadership roles with the professional associations. He has spent countless hours volunteering hands-on at community events and events held within the City of Winters, always serving and working next to his staff members, carrying out tasks or services; and

WHEREAS John Miller developed a formal Training Plan for every position (sworn and non-sworn) that outlines their basic and advanced training goals, implemented annual Patrol Response and Active Shooter training, ensured officers were certified as instructors and held in-house Emergency Vehicle Operations (EVOC), in house defense tactics, TASER, and range training, and enhanced the Department's range training and acquired a "range robot" with 3D mannequin target for dynamic force options decision-making scenarios; and

WHEREAS John Miller ensured his Department had state of the art body cameras and equipment as part of a package with car cameras, brought bicycle patrolling to Winters, and brought Active Bystandership for Law Enforcement (ABLE) training to Winters from Georgetown Law; and

WHEREAS John Miller demonstrated outstanding leadership and exemplified true professionalism in his interactions and generously shared his deep bank of critical policy knowledge, always looking out for the City's best interest, and utilized his keen insight and fierce focus to tackle and complete the most complex of tasks; and

WHEREAS John Miller developed department-wide peer support team training, ensuring every member of the Winters Police Department was trained, a member of the Department's Peer Support Team, and cross-trained with the Winters Fire Department to ensure his Department could assist the Winters Fire Department in emergencies; and

WHEREAS John Miller has honorably served in the following roles while serving as Winters Police Chief: as Executive Board Member of the Yolo Emergency Communications Agency (YECA) Board of Directors, as Professional Development and Education Committee Instructor for the California Police Chiefs Association , and on the California Police Chiefs Association while serving as Winters Chief of Police; and

WHEREAS John Miller has been a constant, exemplary leader of the Police Department, never wavering from the integrity, honesty, humor, and compassionate philosophy by which he lives his day-to-day life, providing his staff with the confidence to never doubt his character and leadership ability, and displaying the highest example of character, ethics, morals, and unselfish service.

NOW, THEREFORE, LET IT BE PROCLAIMED THAT THE CITY OF WINTERS EXTENDS TO JOHN MILLER ITS MOST SINCERE APPRECIATION FOR HIS SERVICE AND DEDICATION TO THE WINTERS COMMUNITY, AND BE IT FURTHER PROCLAIMED THAT THE CITY OF WINTERS EXTENDS ITS BEST WISHES TO JOHN MILLER IN HIS FUTURE ENDEAVORS.

PASSED AND ADOPTED, this 19 Day of November 2024

Mayor Bill Biasi	Mayor Pro Tem Albert Vallecillo
Councilmember Carol Scianna	Councilmember Jesse Loren
Councilmember Casavecchia	City Manager Jeremy Craig

ATTEST: City Clerk Jeremy Craig

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: November 19, 2024

FROM: Jeremy Craig, City Manager

SUBJECT: Proclamation Recognizing the Month of November As Native American Heritage Month

RECOMMENDATION:
Approve Proclamation Recognizing the Month of November as Native American Heritage Month.

BACKGROUND:

All levels of government recognize November as "Native American Heritage Month," celebrating the rich traditions and significant contributions of Native Americans throughout history and in modern society.

DISCUSSION:
Native American Heritage Month honors the contributions of the Wintun people, especially the Yocha Dehe Wintun Nation in and around the City of Winters. The cultural diversity of the area's residents enhances our lives, and we acknowledge the indigenous people who were the first inhabitants of this country.

FISCAL IMPACT:
None

ATTACHMENT:
Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS RECOGNIZING THE MONTH OF NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH

WHEREAS, "Native American Heritage Month" has been established at the national and state levels with proclamations and celebrations to recognize the diverse cultures, traditions, histories, significant contributions and present day lives of Native Americans; and

WHEREAS, the City of Winters was established in 1898, within an area of California that represented the unceded territory of indigenous people known as the Patwin or Southern Wintun; and

WHEREAS, the earliest historic written records of the Patwin (which literally means "people" in the native tribal language) begin with the Spanish mission explorations and registers, and ethno-historic records show the Patwin inhabited land from the hills of the eastern North Coast Ranges to the Sacramento River, and from Princeton south to the San Pablo and Suisun bays; and

WHEREAS, like most indigenous people throughout the United States, the Patwin people were forced from their ancestral lands onto reservations and rancherias during the early 1900s, where they currently reside, as citizens of three sovereign, federally-recognized tribal governments, today known as the Yocha Dehe Wintun Nation, Kletsel Dehe Band of Wintun Indians, and Cachil Dehe Band of Wintun Indians; and

WHEREAS, the City of Winters is to be acknowledged as historical Patwin territory, out of respect for the Patwin people as the original stewards of the land upon which this City has thrived; and

WHEREAS, the City of Winters has a meaningful government-to-government relationship with the Yocha Dehe Wintun Nation and works in partnership to address the needs of the community and improve the lives of people who live within their respective jurisdictions today; and

WHEREAS, Native people have made and continue to make distinct and significant contributions in many fields, including academic scholarship, agriculture, astronomy, art, business, education, ecology, engineering, environmentalism, economics, forestry, government, language, leadership, literature, mathematics, medicine, military, music, politics, poetry, science, and traditional cultural practices; and

WHEREAS, the designation of Native American Heritage Month will encourage educational institutions and departments in the City of Winters to enhance their understanding of Native

Americans by providing accurate curriculum, focusing on the local Patwin tribes, as well as the historical and contemporary achievements and contributions of Native Americans; and

WHEREAS, the City of Winters will encourage its citizens to acknowledge and celebrate November as Native American Heritage Month every year to foster education, relationships, and cooperation with Native people while also supporting social and economic opportunities for them within the City of Winters.

NOW, THEREFORE, we, the City of Winters on behalf of its citizens, hereby proclaim November as Native American Heritage Month in the City of Winters. In doing so, the City of Winters will recognize and observe Native American Heritage Month in November by encouraging its public institutions and organizations to publicly celebrate Native American Heritage Month. Additionally, the City of Winters will commit itself to promote the health, safety, and well-being of indigenous and Native American populations year-round as demonstrated by acknowledging Native American Heritage Month.

PASSED AND ADOPTED, this 19 Day of November 2024.

Mayor Bill Biasi	Mayor Pro Tem Albert Vallecillo
Councilmember Carol Scianna	Councilmember Jesse Loren
Councilmember Richard Casavecchia	City Manager Jeremy Craig

ATTEST: City Clerk Jeremy Craig