



Willows City Council Regular Meeting

March 12, 2024
Willows City Hall
6:00 PM

City Council
Gary Hansen, Mayor
Evan Hutson, Vice Mayor
Rick Thomas, Council Member
Forrest Sprague, Council Member
David Vodden, Council Member

City Manager
Marti Brown

City Clerk
Amos Hoover

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

Agenda

Watch the Council meeting online via Zoom (Passcode 95988):

<https://us06web.zoom.us/j/88951212670?pwd=I4iBSPmbNMSALW6cLLmsiqd2BR3Eke.1>

Remote viewing of the City Council meeting for members of the public is provided for convenience only. In the event that the remote viewing connection malfunctions for any reason, the City Council reserves the right to conduct the meeting without remote viewing.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **CHANGES TO THE AGENDA**

5. **PRESENTATION**

a. **Managing Sidewalk Liability**

Recommendation: Receive presentation and provide feedback and direction to staff.

Presenter: Marcus Beverly, Program Administrator, Northern California Cities Self-Insurance Fund (NCCSIF – JPA)

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

b. **Master Fee Schedule - Project Update**

Recommendation: Receive presentation on the Master Fee Schedule Project – Comprehensive Update and provide any feedback.

Contact: Joe Bettencourt, Community Development & Services Director,
jbettencourt@cityofwillows.org

6. **PUBLIC COMMENT & CONSENT CALENDAR FORUM**

All matters on the Consent Calendar are considered routine and are approved by one motion and vote, unless Councilmembers or the City Manager first requests that a matter be removed for separate discussion and action. Individuals wishing to address the City Council concerning Consent Calendar items or regarding matters that are not already on the agenda are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: ahoover@cityofwillows.org.

a. **Register Approval**

Recommended Action: Approve general checking, payroll, and direct deposit check registers.

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

b. **Minutes Approval**

Recommended Action: Approve the February 27, 2024, meeting minutes.

Contact: Amos Hoover, City Clerk, ahoover@cityofwillows.org

c. **Amendment – Willows Employee Association (WEA) Memorandum of Understanding (MOU)**

Recommended Action: Approve amendment to the WEA’s MOU approving the United Public Employees of California (UPEC) to represent the bargaining unit in labor negotiations and all areas of bargaining.

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

7. **DISCUSSION & ACTION CALENDAR**

All matters in this section of the agenda are discussed and will be acted on individually. Individuals wishing to address the City Council concerning any of these items are invited to make oral comments of up to three minutes at this time. Please address your comments to the Mayor and Councilmembers, and not to staff and/or the audience. When the Mayor calls for public comment, please raise your hand to be acknowledged. While not required, the City requests that you please state your name clearly for the audio recording. By State law, the Council is not permitted to undertake any action or discussion on any item not appearing on the posted agenda. If you have any documentation that you would like distributed to the City Council, please mail it to the City Clerk at 201 North Lassen Street, Willows, CA 95988 or email it to: ahoover@cityofwillows.org.

a. **Use of Façade Improvement Funds**

Recommended Action: Discuss potential uses of the remaining \$4,729.64 of Façade Improvement Funds.

Requested by: Councilmember Sprague

Contact: Forrest Sprague, Councilmember, fsprague@cityofwillows.org

b. **Agreement with Willows Unified School District to lease City-Owned Property**

Recommended Action: Authorize the City Manager to execute a lease agreement with the Willows Unified School District to lease City-owned property (APN: 002-031-005).

Contact: Marti Brown, City Manager, mbrown@cityofwillows.org

8. **COMMENTS & REPORTS**

- a. Council Correspondence
- b. City Council Comments & Reports
- c. City Manager’s Report

9. **CLOSED SESSION**

Pursuant to Government Code Sections §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes.

a. Conference with Labor Negotiators (§54957.6)

Agency Designated Representatives:

Marti Brown, City Manager and Carolyn Walker, City Attorney

Employee Organizations: WEA, UPEC, and Management

b. Public Employee Performance Evaluation (§ 54957)

Title: City Attorney

10. ADJOURNMENT

This agenda was posted on March 7, 2024.

Amos Hoover

Amos Hoover, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider.



PRESENTATION



Date: March 12, 2024
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
John Wanger, City Engineer
Subject: Managing Sidewalk Liability

Recommendation:

Receive the “Managing Sidewalk Liability” presentation (Attachment 1), review the attached supplemental materials, and provide any feedback and policy direction.

Rationale for Recommendation:

Sidewalk liability has been an ongoing issue for the City of Willows. As a result, and at the request of Councilmember Hutson, the City has requested the Program Administrator of the Northern California Cities Self-Insurance Fund (NCCSIF) to present on the subject matter from a liability and insurance perspective. In addition, staff included other supplemental and related materials from a previous staff presentation.

Background:

In the fall of 2023, during a discussion related to sidewalk hazards and city liability, Councilmember Hutson requested a public presentation to the Council on this topic. As a result, staff invited the Program Administrator, Marcus Beverly, of the NCCSIF JPA (of which the City is a member) to present on this topic (Attachments 1 and 2).

In addition, and as indicated by the attachments, staff have presented on this topic before including proposing an extensive Sidewalk Repair Program (Attachments 3, 4, 5, 6, 7, and 8).

Discussion & Analysis:

The City of Willows is the only City included in the NCCSIF JPA that does not have a sidewalk-related liability ordinance in its municipal code consistent with State law and protecting the City from future liability should a member of the public become injured while using a public sidewalk.

As the City is currently overhauling its municipal code, staff recommend adding a sidewalk ordinance to the municipal code and protecting the city from future liability.

Fiscal Impact:

There is no fiscal impact by receiving this presentation.

Attachments:

- Attachment 1: *Managing Sidewalk Liability*, Powerpoint Presentation
- Attachment 2: FY 2023-24 NCCSIF Annual Report
- Attachment 3: Sidewalk Replacement Program, Staff Report
- Attachment 4: Sidewalk Replacement Program, PPT
- Attachment 5: Sidewalk Repair Estimates (based on ADA study)
- Attachment 6: Sidewalk Repair Priority - Completed
- Attachment 7: Sidewalk Repair Priority – School Routes
- Attachment 8: Pilot Sidewalk Repair Program, Staff Report

MANAGING SIDEWALK LIABILITY

Willows City Council
March 12, 2024

Presented by
Marcus Beverly
NCCSIF Program Manager
Alliant Insurance Services

NORTHERN CALIFORNIA CITIES
SELF INSURANCE FUND
2023-2024 ANNUAL REPORT



Introduction

Willows is a Member of Northern California Cities Self Insurance Fund

- Administered by Alliant Insurance Services
- Willows is self-inured for Liability claims up to \$50,000 and Workers' Compensation up to \$100,000
- Please see Annual Report for More Information

PURPOSE

Provide an overview of the liability risks associated with sidewalks and what you can do to reduce those risks, including:

- Ordinance(s)
- Inspection & Maintenance Programs
- Best Practices

OUTLINE/AGENDA

- Sidewalk Claims & Ordinance
- Inspection & Maintenance
- Best Practices



CLAIMS & ORDINANCE



Sidewalk Claims for One JPA



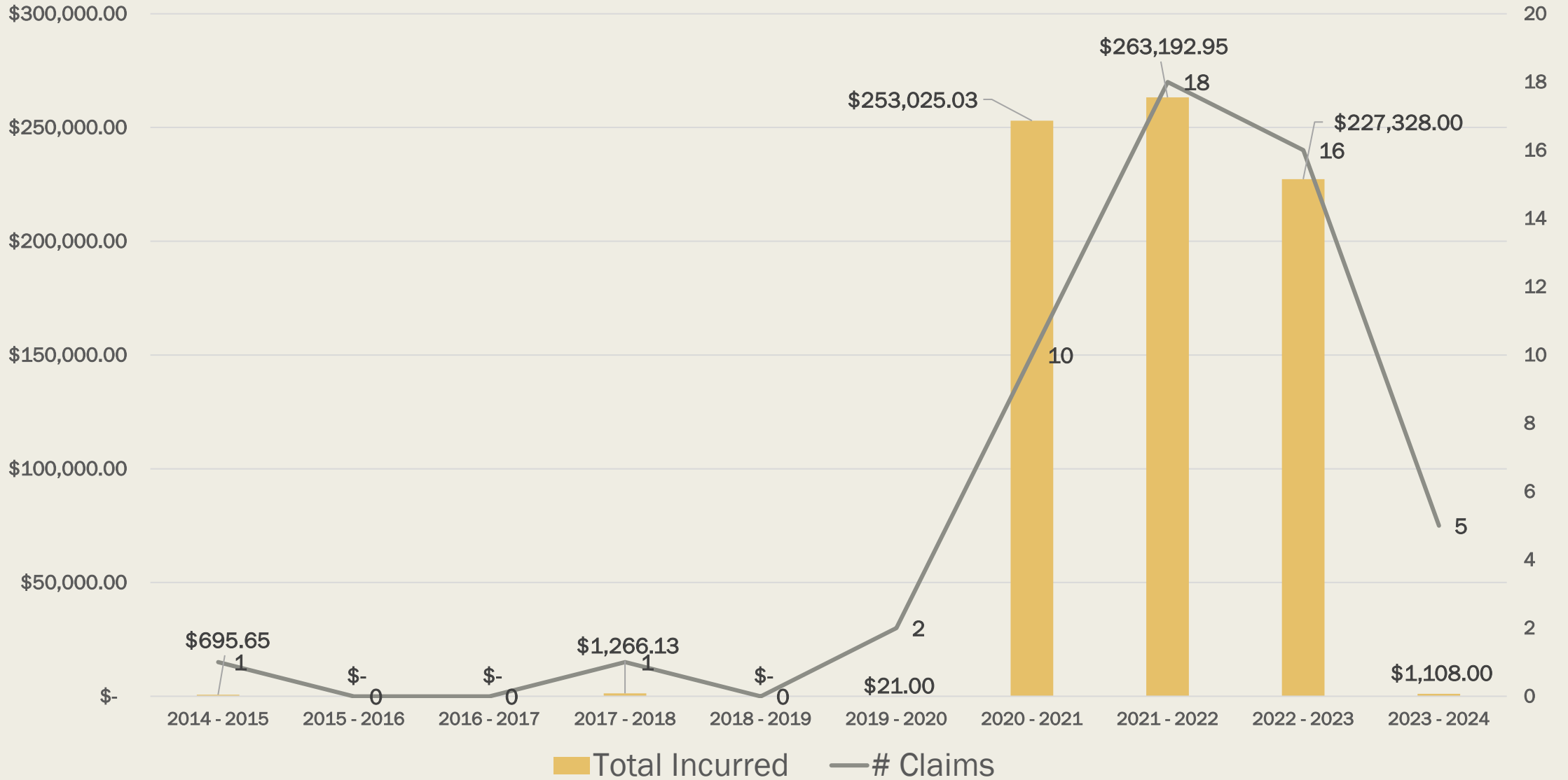
- 200 + Total Claims Over last 10 years
- \$3.4 Million Paid
- 8.5% of All Claims (2nd highest cause)
- 7% of All Paid (4th highest severity)
- \$23,994 Average Paid 2012-2022; 9 claims > \$100,000
- One Claim in 2019 = \$623,709
- Over 30 ADA related sidewalk/access discrimination claims
- Five ADA- Related Claims From Same Person = \$400,000
 - Does NOT include cost to correct!
 - *L.A. agrees to spend \$1.3 billion to fix sidewalks in ADA case*
- New claims for allowing homeless to block ADA access



Before

After

Willows Sidewalk Related Claims



Willows Liability Experience Mod Factor Increasing 19% for 24/25; from 1.1 to 1.3

The Problem



- Varies by city
 - *Aging infrastructure*
 - *Poor street tree selection*
 - *Rural feel v. developed areas*
 - *Lack of documented inspections*
 - *Budgets strained for repairs*
- Losses are frequent and *add up*
- Most claims are within member deductible

The History

Legal History



- **Common Law** – adjoining property owner had no duty to maintain sidewalks and therefore no liability for mere failure to maintain. Could be liable for other acts of negligence.
- **Streets and Highways Code §5610 (1941)** – property owner has duty to maintain adjacent sidewalk and can be *liable to the municipality* if it is forced to repair or maintain. However, owner not liable for damages to the public for failure to maintain.

Current law unless local ordinance applicable

Current Situation With No Ordinance

THE DOs & DON'Ts
OF RESIDENTIAL PARKWAY LANDSCAPING

Did you know? The parkway is the area between the curb and the sidewalk (if there is no sidewalk, then it is the area between the curb and the property line). The parkway is owned by the City and maintained by the property owner, except for City-installed trees. Landscape improvements to this area require a permit and must comply with City guidelines outlined in Municipal Code 12.20.010.

MAY BE PERMITTED:

- ✓ ROCK
- ✓ SHRUBS UNDER 24 IN. TALL
- ✓ PALM TREES
(So long as property owner signs liability/maintenance waiver)
- ✓ PLANTER BOXES
(At the discretion of the Public Works Director)
- ✓ CALIFORNIA-FRIENDLY PLANTS

NOT PERMITTED:

- ☒ CACTUS
- ☒ FRUIT TREES
- ☒ FICUS OR CYPRESS TREES
(for list of all non-acceptable, damaging trees visit our website BuenaPark.com)
- ☒ PEA GRAVEL OR BARK

NOT IN COMPLIANCE?

TALK TO US TODAY!

- Apply for a no fee permit at the Public Works Counter
- No architectural drawings required

Enforcement will begin June 1, 2019

CITY OF BUENA PARK
PUBLIC WORKS DEPARTMENT
(714) 562-3676
6650 BEACH BLVD.
BUENA PARK, 90620
BUENAPARK.COM

- Property owner has duty to MAINTAIN sidewalk except if City created the problem (tree?)
 - CA Streets & Highways Code § 5610
- City is liable for damages due to property owner's failure to maintain and for hazards the City or *third persons* create, including *defective utility work or boxes*
- Property owner is liable for damages arising from *hazards they create or if they exercise dominion or control* over the abutting sidewalk.

The “San Jose” Ordinance

14.16.2205 - Liability for injuries to public.

The property owner required by [Section 14.16.2200](#) to maintain and repair the sidewalk area [shall owe a duty to members of the public](#) to keep and maintain the sidewalk area in a safe and nondangerous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in a nondangerous condition as required by [Section 14.16.2200](#), any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury.

Court's Reasoning in Upholding Ordinance



■ Serves important public policy purpose

- Provides an additional level of responsibility
- Owners often in the best position to quickly identify and address potentially dangerous conditions
- Provides incentive for property owners to maintain

Gonzales v. City of San Jose opinion

125 Cal.App.4th 1127 (Cal. Ct. App. 2004)

- Ordinance does not absolve City of liability for dangerous conditions on sidewalks
- *Both* city and property owner could be liable

Pros/Cons



It's Risk Management 101

- Fair to *enable* liability arising from city property to owner who has no say in how built or used?
 - *Person who has duty to maintain is normally liable for their failure and such liability is transferred routinely in contracts*
 - *City still retains property owner liability*
- Insurance companies prepared to shoulder?
 - *One more reason to cancel?*
 - *One more pot of money for plaintiffs?*
- How should risk be paid for?
 - *By taxpayers generally or by owner and insurance?*
 - *City not doing its duty if doesn't at least consider ordinance?*

Bottom Line on Ordinance

- You are *enabling* liability to third parties against the property owner for damages arising from failure to maintain
- NOT a free pass on liability or duties of the City
- Risk management best practice – have obligation to transfer?
- Should be part of *public education and outreach program*
 - Provide guidance and **incentives if possible**
- Result is a more effective program for maintaining sidewalks and reducing claims

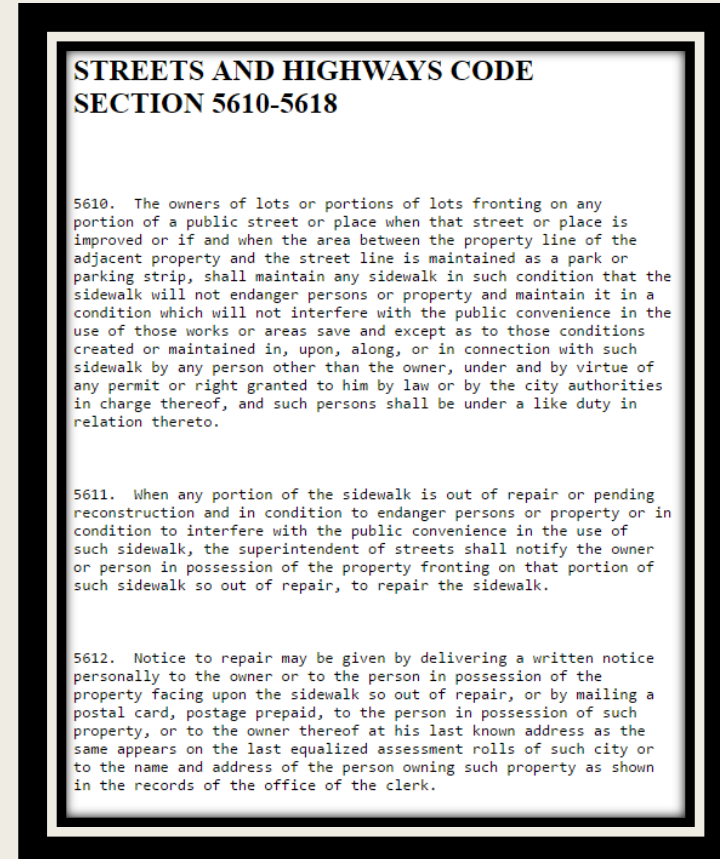
Recommended Best Practices



- Local Ordinance at least as broad as S&H code
- Liability transfer ordinance should be considered by Council
- *Look at trees, too! Who owns?*
- Documented inspection program
- Active maintenance program (duty to inspect)
 - *Warn, restrict, repair, remove*
 - *Notify property owner of maintenance obligation*
 - *Follow up, repair and bill if needed*
 - *Offer incentives*

Things to Consider

- Streets and Highway Code specific format for notices of repair to homeowners
- Administrative cost sending notices can be as expensive as repairing hazard. Average cost for PCC to repair property line \$125-150
- Political climate to enforce Streets and Highway Code, lien residents' homes
- Don't forget City owned property or sidewalk lifted by city trees
- Head in the sand approach doesn't work
- Having a Program in place is best practice to reduce liability



Resources



- NCCSIF Sidewalk Liability Best Practices & Management Program Template - <https://www.nccsif.org/>
- City of Sacramento Sidewalk Maintenance Program Handbook
- “But It’s Your Sidewalk” – League of CA Cities
- ADA Best Practices Tool Kit for State and Local Governments
- City of Gilroy 50-50 program
<https://www.cityofgilroy.org/DocumentCenter/View/681/Sidewalk-Repair-Program>
- Contact your JPA staff or risk management consultant for more

In Summary

- Pass, or at least Council consider, a “San Jose” ordinance
 - *Risk Management Best Practice*
 - *Or provide funding/program/outreach*
 - *Tackle trees, too!*
- Have an Inspection and Maintenance Program
 - *Prioritize areas and hazards*
 - *Don't forget ADA issues*
- Repair and Service Options
 - *Cutting v. Grinding*
 - *Crew Efficiency*

Comments/Questions?

Thank You!

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND 2023-2024 ANNUAL REPORT



LETTER TO OUR MEMBERS

Dear Members,

I am proud to serve as President of the NorCal Cities Self Insurance Fund (NCC) and present their Annual Report for FY 23/24. In this 44th year of operation the risks that challenge our member cities continue to evolve and show no signs of letting up, from wildfires to cyber-attacks to record snow and flooding. Given these challenges, I am confident NCC will continue to serve members by making adjustments and decisions that allow us to respond and prepare for present and future risks.

The JPA was formed in the late 1970's when the concern was Workers' Compensation coverage. In the 1980's members were faced with a liability insurance crisis and NCC responded by creating a self-insured Liability Program. In the past few years, we have faced an unprecedented "hard market" cycle with most lines of coverage extremely challenging to place. Liability judgements and settlements continue to set records in an environment often unfriendly to public agencies. Property insurance is increasingly expensive and harder to find, with carriers increasing rates, decreasing coverage, and pulling out of California entirely. The only recent good news is the Cyber market has stabilized after a few years of extreme volatility.

NCC members have responded to this environment with continued focus on risk management and conservative funding. The group added training and services related to wildfire, cyber, and critical incident risk management while continuing to address public safety and public works risks. In FY 22/23, over \$675,000 was allocated to member risk management programs and reserves, and three members received NCC's first Cash for Safety Culture Awards for their efforts. This dual focus on risk control and conservative funding is reflected in the results; during FY 22/23, Net Position increased \$1,475,442 *after* payment of dividends totaling \$2,745,542.

The **Workers' Compensation Program** continues to provide stable results, with an underlying NCC rate decrease of (9.7%) and a net increase of 2% in total funding, *reducing the impact of a 29% increase in excess insurance*. Net Position increased by \$1,616,297 to \$18.6 million after more than \$1.3 million in dividends were returned to members. And while challenges accessing prompt and effective medical treatment continue to impact return to work programs, we were successful in working with other organizations and a new partner to open a clinic in Chico, an underserved area for our members.

The **Liability Program** has experienced similar though more dramatic results. NCC's self-insured funding has been relatively stable while weathering big increases in excess coverage costs, driven by more frequent severe claims against public entities in general. The rate for the self-insured coverage increased by 7.6% while increasing the self-insured retention from \$750,000 to \$1,000,000. Excess coverage increased 21%, representing 43% of the total funding increase in FY 23/24. In FY 22/23, Net Position decreased (\$140,855) after payment of dividends totaling \$468,889 and an unrealized investment decrease of (\$196,210).

Members will continue to face challenges in this unprecedented environment, and NCC will continue to be a valuable partner delivering on its mission to protect member resources by providing access to broad coverage and quality services at rates more competitive than members could obtain on their own. As NCC President I am pleased to support the continued success of the group in providing exceptional service, coverage, and sound risk management practices to our members.

Sincerely,



Rachel Ancheta – NORCAL CITIES President, Human Resources Director- City of Dixon



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HISTORY OF THE JPA

NCCSIF was **founded in 1979** as the Northern California Cities **Workers' Compensation Fund**.

Formed as a Joint Powers Authority (JPA), it is **one of the first pooled municipal programs in California**.

In 1981, members formed the Liability Program to apply the same concepts of pooling coverage for comprehensive coverage designed for municipalities.

In 1987, the Joint Powers Authority's name was changed to **Northern California Cities Self Insurance Fund (NCCSIF), rebranded as NorCal Cities, or NCC, for the group's 40th anniversary**.

The same year NorCal Cities began to offer group purchase of:

- Property,
- Crime, and
- Employee Assistance Program (EAP) coverage.

In 1991, the pool **began shared risk programs** for Liability and Workers' Compensation.

The group has **grown to twenty-two cities** that pool coverage to \$500,000 for Workers' Compensation and \$1,000,000 for Liability.

In 1993, NCC joined CJPRMA for Excess Liability Coverage.

The same year, NorCal Cities became one of the first pools to achieve **CAJPA Accreditation with Excellence**.

In 2003, NorCal Cities joined CSAC-EIA for Excess Workers' Compensation Pooled Coverage.

Since 2008 the pool has expanded coverage and increased the number and variety of risk management services and resources for members, including:

- **Cyber and Pollution Liability Coverage** through the Property Program
- Online training and risk management resources through Vector Solutions
- **Sewer operations risk management** through DKF Solutions
- Police Policy updates and training through Lexipol
- Body-worn camera grants for police agencies
- **Risk Management Best Practices and Scorecard** to benchmark and improve member operations
- Comprehensive Risk Assessments, training, and consultation from Sedgwick Risk Services
- **Deadly Weapons Response Coverage** to assist members in responding to such incidents.
- Cyber Excess and Risk Control Resources
- **Wildfire Risk Assessments** and mitigation

Among the training topics this year were Aquatics Risk Management, AB 1234 and AB 1825, Verbal Judo, Ergonomics, Insurance Requirements in Contracts, and Risk Management 101. ACI Specialty hosted trainings on several topics, including Fostering Resiliency, Emotional Intelligence, and Effective Communication.

MISSION STATEMENT

The Northern California Cities Self Insurance Fund (NCC) is an association of municipalities joined together to *protect Member resources* by stabilizing risk costs in a reliable, economical and beneficial manner while providing members with broad coverage and quality services in risk management and claims management.

GOVERNANCE

NorCal Cities operates under the direction of its 22 Member Cities, with each member represented on the Board of Directors. The Executive Committee consists of seven to eleven members that rotate on a geographical basis, with the President, Vice President and Treasurer elected by the Board. Four other committees review and make recommendations regarding risk management, claims, or financial issues.



BOARD OF DIRECTORS

The Board of Directors is composed of a representative appointed by the City Council of each member agency. An Alternate Representative is also appointed to serve and may vote in the Board Member's absence. Current Board Members and Alternates are listed below.

Member	Board Director	Alternate
City of Anderson*	Christy White	Jeff Kiser
City of Auburn	Jennifer Leal	Sean Rabe
City of Colusa	Ishrat Aziz-Khan	Shelly Kittle
City of Corning*	Brant Mesker	Vacant
City of Dixon	Rachel Ancheta	Kate Zawadzki
City of Elk Grove	Melissa Rojas	Kara Reddig
City of Folsom*	Allison Garcia	Steven Wang
City of Galt*	Stephanie Van Steyn	Lorenzo Hines Jr.
City of Gridley	Eliza Arteaga	Jodi Molinari
City of Ione	Jodi Steneck	Amy Gedney
City of Jackson*	Vacant	Dalacie Blankenship
City of Lincoln	Veronica Rodriguez	Claire True
City of Marysville	Jennifer Styczynski	Vacant
City of Nevada City	Sean Grayson	Gabrielle Christakes
City of Oroville	Elizabeth Ehrenstrom	Vacant
Town of Paradise	Vacant	Crystal Peters
City of Placerville*	Dave Warren	Cleve Morris
City of Red Bluff	Tom Westbrook	Anita Rice
City of Rio Vista*	Jennifer Schultz	Jen Lee
City of Rocklin	Vacant	Amanda Tonks
City of Willows*	Vacant	Marti Brown
City of Yuba City	Spencer Morrison	Natalie Springer

***Founding Members**

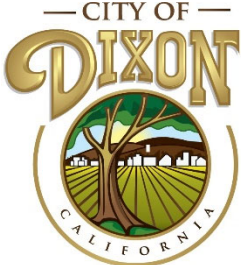
GOVERNANCE



EXECUTIVE COMMITTEE

The Executive Committee is a standing committee of the Board that acts as a steering committee for overall operation of the JPA and has been delegated certain duties in the Bylaws. The President of the Board serves as the Chair of the Committee, with the Vice President and Secretary as voting members. Remaining voting seats are selected on a rotating geographical basis. The Treasurer and CJPRMA Board Representative are non-voting members of the Committee.

Member	Name	Position
City of Dixon	Rachel Ancheta	President
City of Yuba City	Spencer Morrison	Vice President
City of Rio Vista	Jen Lee	Treasurer
City of Marysville	Jennifer Styczynski	Secretary
City of Anderson	Christy White	Member-at-large
City of Auburn	Jennifer Leal	Member-at-large
City of Folsom	Allison Garcia	Member-at-large
City of Nevada City	Sean Grayson	Member-at-large
City of Rio Vista	Jennifer Schultz	Member-at-large
City of Rocklin	Amanda Tonks	Member-at-large
City of Willows	Marti Brown	Member-at-large



GOVERNANCE

CLAIMS COMMITTEE

The Claims Committee reviews claims in the Shared Risk Layer, authorizes settlements, and makes determinations on coverage. The Claims Committee has settlement authority from a Member's Banking Layer up to \$250,000, and the Executive Committee has authority to settle claims above that amount for both Liability and Workers' Compensation. The Committee also reviews NorCal Cities' claims management practices, claim audits, litigation management and approved attorney lists and makes recommendations as needed. The Executive Committee appoints members to the Claims Committee from their ranks.



FINANCE COMMITTEE

The Board of Directors has delegated financial investment authority and other duties to the Executive Committee. The Executive Committee delegates these duties to the Finance Committee on an as-needed basis. The Treasurer is appointed annually by the Board and serves as the Chair of the Finance Committee.

RISK MANAGEMENT COMMITTEE

NorCal Cities established a Risk Management Committee in 1991, comprised of at least one member from each City. Over the years, it has been enriched by participation from employees from Public Works, Finance, Human Resources, Police, Fire, and City Management who have contributed a broad range of ideas and best practices to the members.

The Committee's goal is to foster member risk management programs to reduce the frequency and severity of accidents and claims for loss or damage. Recognizing this goal, the Committee recently approved a **Cash for Safety Culture Award Program** to recognize and reward Members for promoting a positive safety culture within their organizations. The Committee annually recommends and administers a budget to provide each member hands-on risk management consultation and training. For FY 23/24, the risk management budget is \$504,616, or 33% of the pool's administration expenses.

POLICE RISK MANAGEMENT COMMITTEE

Given the importance of managing public safety risks and the unique nature of their operations, members formed a separate Police Risk Management Committee, and all members with police departments are encouraged to participate. Members meet quarterly to share risk management tips, keep abreast of legislative and case law changes, and attend a training session at each Committee meeting.

The Committee also reviews major claims for risk management practices that can be shared or improved and evaluates equipment to prevent or minimize losses. Over the last twelve years, members have approved a **total of \$600,000 in grant funds to implement body-worn camera programs**, purchase protective gear, and other risk management goods and services. Each meeting includes feedback on how effective the funding and risk management techniques have been in **reducing the number of claims and their severity**.

Over the last year the committee has hosted training sessions including Social Worker, Therapist, Cop: Managing Today's Police Risk; Fortifying Personal Wellness, SB2 Implementation, Social Media Training, Tactical Driving for Law Enforcement, and Legislative update.



City of Yuba City Police Department

FY 23/24 MEMBERS PARTICIPATING IN EACH PROGRAM

MEMBER	POOLED PROGRAMS		GROUP PURCHASE						INDIVIDUAL PURCHASE						Alliant Special Events Program
	WORKERS' COMP	LIABILITY	APIP PROPERTY/Pollution/Cyber	APIP - Auto Physical Damage	APIP - FLOOD	EXCESS CYBER	ACIP - CRIME	ID FRAUD	ADWRP - DEADLY WEAPON RESPONSE	AMVP - Auto Physical Damage	AIRPORT	POLLUTION	DIC-Earthquake	Fiduciary Liability	
City of Anderson	✓	✓	✓			✓	✓	✓	✓	✓				✓	✓
City of Auburn	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓
City of Colusa	✓	✓	✓			✓	✓	✓	✓	✓				✓	✓
City of Corning	✓	✓					✓	✓						✓	
City of Dixon	✓	✓	✓			✓	✓	✓	✓	✓				✓	✓
City of Elk Grove	✓							✓	✓						✓
City of Folsom	✓	✓	✓	✓		✓		✓	✓	✓			✓	✓	✓
City of Galt	✓	✓	✓			✓	✓	✓	✓	✓					
City of Gridley	✓	✓	✓			✓	✓	✓	✓	✓				✓	
City of Ione	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓
City of Jackson	✓	✓	✓			✓		✓		✓				✓	✓
City of Lincoln	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓		✓	
City of Marysville	✓	✓	✓		✓	✓	✓	✓	✓	✓				✓	
City of Nevada City	✓							✓							✓
City of Oroville	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓				
Town of Paradise	✓	✓	✓			✓	✓	✓	✓	✓				✓	✓
City of Placerville	✓							✓							✓
City of Red Bluff	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓	✓	
City of Rio Vista	✓	✓	✓			✓	✓	✓		✓	✓			✓	✓
City of Rocklin	✓	✓	✓			✓	✓	✓	✓	✓					✓
City of Willows	✓	✓					✓	✓						✓	
City of Yuba City	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓

APIP = Alliant Property Insurance Program
ADWRP = Alliant Deadly Weapon Response Program

ACIP = Alliant Crime Insurance Program
AMVP = Alliant Mobile Vehicle Program

LIABILITY PROGRAM

COVERAGE HIGHLIGHTS

The Liability Program provides coverage for losses Members become legally obligated to pay as damages due to:

- **Bodily Injury and Property Damage,**
- **Employment Practices Liability (EPL),**
- **Personal Injury, and**
- **Public Officials' Errors or Omissions.**

Coverage is included for the Member City and its commissions, agencies, districts, authorities, boards, or similar entities coming under the Member's direction or control, in addition to officials, employees, or volunteers while acting for or on behalf of the Member.

The program is divided into **three separate coverage layers** - Banking, Shared Risk and Excess Coverage, as illustrated in the table to the right.

All three coverage layers include self-insurance. The **Banking Layer is funded to pay for each Member's own claims**, like a pre-funded deductible. The Shared Risk Layer is funded to pay for claims that are shared by all NorCal Cities Members. The Excess Layer is funded through the [California Joint Powers Risk Management Authority \(CJPRMA\)](#).



**CALIFORNIA JOINT POWERS
RISK MANAGEMENT AUTHORITY**

CJPRMA members pool risk up to \$7,500,000 and purchase excess reinsurance for total limits up to \$40,000,000, inclusive of NCC's Self-Insured Retention (SIR) of \$1,000,000 per occurrence, an increase from \$750,000 in FY 22/23 and \$500,000 in past years, an indication of the increasing severity of claims. Other sublimits apply, including for Employment Practices Liability (EPL) and subsidence coverage. While the last few years have seen tremendous increases in reinsurance pricing and reductions of coverage, CJPRMA has continued to provide broad coverage, valuable risk management training, and professional excess claim management services.



City of Yuba City



City of Galt

...such Person and its Subsidiaries, taken into account their debts as such Person may have, taking into account such Person's obligations as a creditor of such Person, and amount or in respect of such Person's obligations as a creditor of such Person as of the Effective Date of the extension of credit. For purposes of this definition, (i) "debt" means liability on a "claim" which means any (x) right to payment, whether or not such liability is presently due or payable, whether or not such liability is a contingent liability, and whether or not such liability is a liability of such Person or its Subsidiaries, taken into account such Person's obligations as a creditor of such Person, and amount or in respect of such Person's obligations as a creditor of such Person as of the Effective Date of the extension of credit. For purposes of this definition, (i) "debt" means liability on a "claim" which means any (x) right to payment, whether or not such liability is presently due or payable, whether or not such liability is a contingent liability, and whether or not such liability is a liability of such Person or its Subsidiaries, taken into account such Person's obligations as a creditor of such Person, and amount or in respect of such Person's obligations as a creditor of such Person as of the Effective Date of the extension of credit.

<p><u>Excess Layer</u></p> <p>Excess Insurance: \$7,500,000 to \$40,000,000 EPL Coverage Limit: \$12,500,000 CJPRMA Members: \$1,000,000 to \$7,500,000</p>
<p><u>Shared Risk Layer</u></p> <p>Banking Layer Limit to \$1,000,000</p>
<p><u>Banking Layer</u></p> <p>Folsom: \$0 to \$100,000 All Other Members: \$0 to \$50,000</p>

LIABILITY PROGRAM

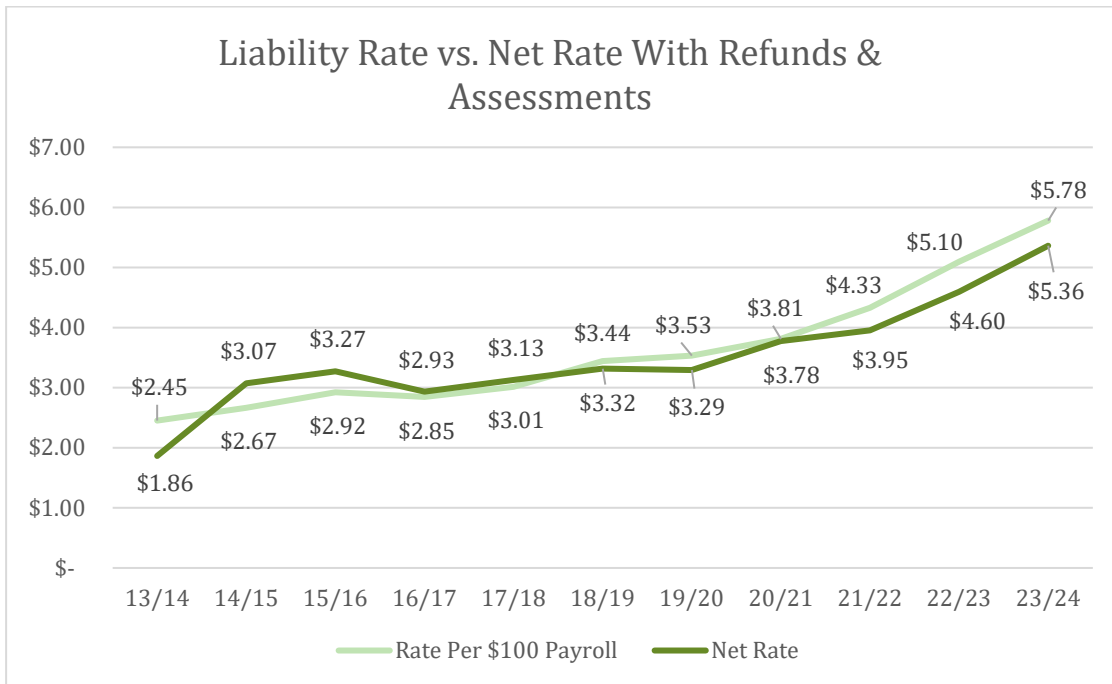
FINANCIAL HIGHLIGHTS

Total FY 23/24 funding for the Liability Program is \$13,733,453. Members have agreed to maintain the funding Confidence Level at 80% despite recent funding increases, including 21% for the current year. Member payroll accounted for 5% of this year's increase, with the base rate for the NCC coverage increasing by 7.6%. *The excess insurance market continues to be challenging* but shows some signs of easing, with an increase of 21%, compared to 26% last year and 103% in FY 21/22. Increased funding confidence levels have resulted in a decrease in Net Position of (\$140,855) after dividends of \$468,889 and unrealized investment losses of (\$196,210).

PROGRAM HIGHLIGHTS

The Board of Directors annually reviews the Banking and Shared Risk financial status to evaluate the appropriateness of declaring either a refund or an assessment. **The Banking Fund returned net dividends of \$468,889** to Members who exceeded their target funding levels. The Shared Risk Layer continues to be stable with funding within target benchmarks. However, rates overall have been increasing due to extremely "hard" excess insurance market conditions. The following chart shows the historical rates with and without the impact of refunds and assessments.

Ten years ago, the Liability net rates remained near historic lows due to large dividends that continued for several years. The gross rate was \$2.45 in 2013 before climbing to \$3.44 in 2018, in part due to increased losses during a period when the SIR was \$1 million. The rate has also increased due to an **increase in the funding Confidence Level**, from 65% in 14/15, increasing to 80% in 18/19, where it remains today. The net rate exceeded the base rate over four years from 13/14 to 16/17 due to Shared Layer Assessments. Since that time, the Net Rate has remained below the gross rate due to Banking Layer dividends.



WORKERS' COMPENSATION PROGRAM

COVERAGE HIGHLIGHTS

California Workers' Compensation laws require every employer to provide benefits to employees for injury and/or illness arising out of, or in the course and scope of, employment. Statutory benefits prescribed by law include:

- **Medical Treatment**
- **Temporary Disability Payments**
- **Permanent Disability Compensation**
- **Rehabilitation**
- **Death Benefits**



Like the Liability Program, coverage is divided into three separate layers, Banking, Shared Risk and Excess as illustrated in the chart to the right.

All three coverage layers include self-insurance. The Banking Layer is funded to pay for each Member's own claims, like a pre-funded deductible. The Shared Risk Layer is funded to pay for claims that are shared by all NorCal Cities Members. The Excess Layer is funded through the [Public Risk Innovation, Solutions, and Management JPA \(PRISM\)](#).



<p style="text-align: center;"><u>Excess Layer</u></p> <p style="text-align: center;"><u>Excess Insurance:</u> \$5,000,000 to Statutory</p> <p style="text-align: center;"><u>PRISM Members' Claims:</u> \$500,000 - \$5,000,000 Including Employer's Liability</p>
<p style="text-align: center;"><u>Shared Risk Layer</u></p> <p style="text-align: center;">Banking Layer Limit to \$500,000</p> <p style="text-align: center;"><i>NorCal Cities' Claims</i></p>
<p style="text-align: center;"><u>Banking Layer</u></p> <p style="text-align: center;">All Members: \$0 to \$100,000</p> <p style="text-align: center;"><i>Member's Own Claims</i></p>

PRISM is a risk-sharing pool of most of the counties and many cities and special districts in California. Since 2003, NorCal Cities has participated in PRISM, currently providing coverage from \$500,000 to \$5 Million and purchasing excess reinsurance to provide Statutory limits. The program also provides Employer's Liability Coverage up to \$5 Million. **PRISM provides a variety of risk management resources**, including online training, consulting, and monthly webinars on a variety of topics.

FINANCIAL HIGHLIGHTS

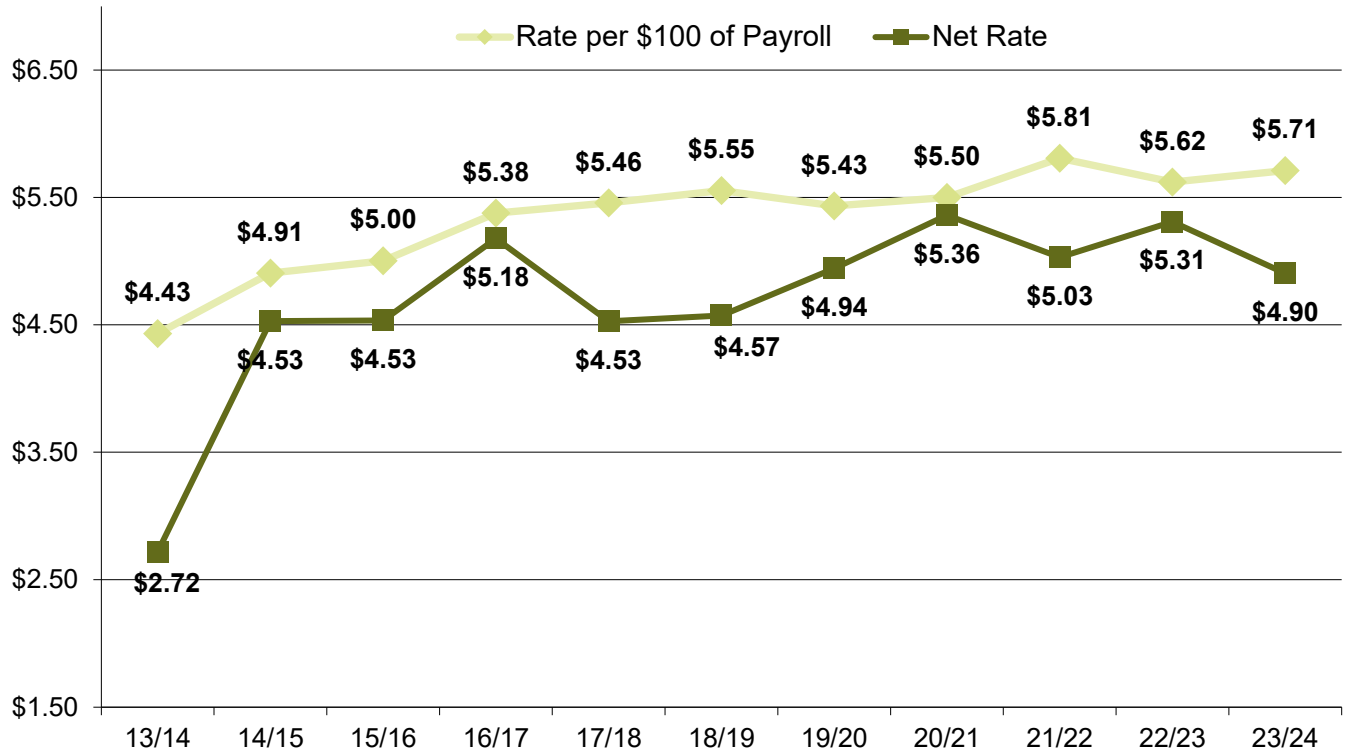
The total funding of the program for FY 23/24 is \$15,947,239 before dividends, an increase of 8% over the prior year, 2% above *the total payroll increase of 8%*. This is due to the **underlying NCC rate decreasing (9.7%)**, while excess coverage increased 29%. Over the last several years members have increased the annual funding confidence level from 60% to 80% and kept it there, a funding increase that has provided a consistently high margin for maintaining budget stability and meeting or exceeding financial benchmarks.

The Board of Directors annually reviews the Program's financial status to evaluate the appropriateness of declaring either a refund or an assessment. **In 2023 NorCal Cities returned dividends to members of \$315,370 the Shared Layer and \$1,063,090 in the Banking Layer.**

WORKERS' COMPENSATION PROGRAM

The following chart shows the historical rates with and without the impact of refunds and assessments. The rates decreased (9.7%) this year, with the gross rate at \$5.71 and the **net rate falling to \$4.90 due to net refunds of \$2,256,653**. Factoring in the refunds and assessments, the net rate has dipped as low as \$2.04 per \$100 of payroll. Rates were relatively low and stable from FY 09/10 to FY 13/14, largely due to the last regulatory reforms, but they have been increasing since then due to increases in disability benefits, medical inflation, COVID-19 claims, and new fee schedules for related services.

Work Comp Rate vs. Net Rate with Refunds & Assessments



PROGRAM HIGHLIGHTS

These results are due to a combination of cost containment strategies, including return to work programs with modified duty “bridge” assignments for injured workers. This despite a very challenging environment with rising medical and disability costs and a lack of qualified treatment facilities. NCC management and members worked together to support the opening of a new clinic in Chico and will continue to look for more treatment options.

LOOKING AHEAD

As we move in 2023, training will continue to be a major focus. NCC, together with CJPRMA, will be hosting the first ever Law Enforcement Training Day. Members will hear from a number of speakers discussing challenges specific to the Law Enforcement community including use of force, the impact of video evidence, and use of social media. Webinars emphasizing wellness and responding to adversity are scheduled, as well as a special risk management session from Gordon Graham, founder Lexipol.



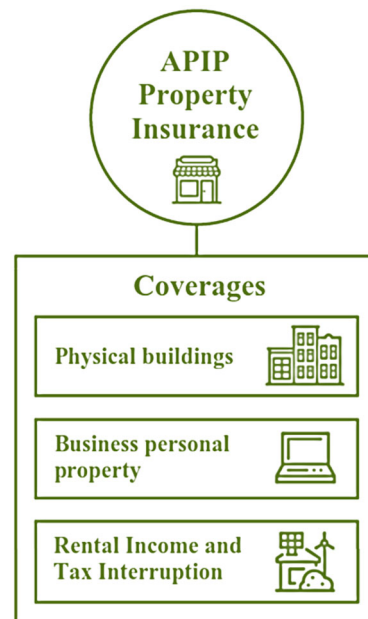
City of Auburn

PROPERTY PROGRAM

COVERAGE HIGHLIGHTS

NorCal Cities continues to offer coverage through the Alliant Property Insurance Program (APIP). This group purchase program provides the following coverages:

- **Broad Replacement Cost valuation**
- **\$25,000 All Risk Deductible per claim**
- **Rental Income and Tax Interruption**
- Course of Construction (Builder's Risk)
- **Auto Coverage with optional Replacement Cost**
- **Increased Cost of Construction (Code Upgrade)**
- Boiler & Machinery Coverage: \$100,000,000 limit per occurrence & \$10,000 deductible per claim
- **OPTIONAL Flood coverage** with deductible of \$100,000, or \$250,000 for Flood Zones A & V



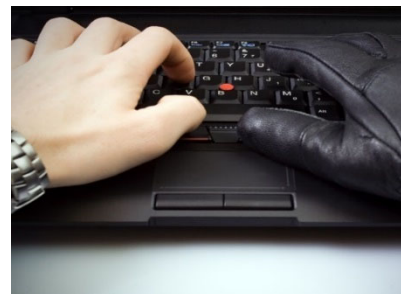
The APIP Property Program *automatically includes coverage for Pollution Liability as well as Cyber Liability.*

POLLUTION LIABILITY

- Shared limit of \$2M between all NorCal Cities members that participate in APIP
- New Pollution Conditions or Indoor Environmental Conditions Coverage: First-party and third-party coverage for **claims arising out of a pollution condition on, at, under or migrating from a covered location, or an indoor environmental condition** at a covered location
- Transportation Coverage: First-party and third-party coverage for claims arising out of a pollution condition resulting from transportation
- Non-Owned Disposal Site Coverage: Third-party coverage for claims arising out of a pollution condition on, at, under or migrating *from a non-owned disposal site*
- **Coverage for catastrophe management costs and emergency response costs** (first-party remediation costs incurred within seven (7) days following the discovery of a pollution condition) included, **provided that the claim is reported to the insurer within seven (7) days.**

CYBER LIABILITY

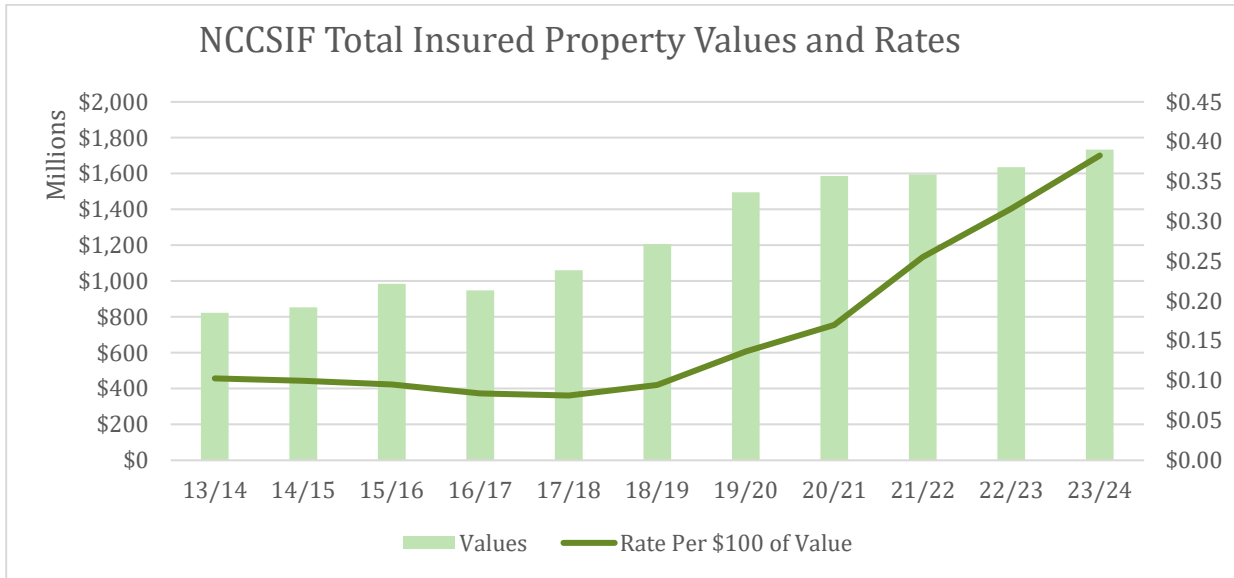
- Data and Network Liability – each member in APIP has a **\$2M/\$40M** aggregate limit.
- NorCal Cities purchases **excess limits of \$2M/\$4M** aggregate.
- **Privacy Notification Costs** limit of \$500,000 (limit is increased to \$1M if Beazley Vendor Services are used)
- **Cyber Extortion Loss** – sublimit of \$750,00 + \$750,000 excess coverage IF controls are in place.
- Data Protection Loss and Business Interruption
- **Fraudulent Instruction** resulting directly from an Insured having transferred, paid, or delivered any Money or Securities as a direct result of Fraudulent Instruction.



PROPERTY PROGRAM

FINANCIAL HIGHLIGHTS

For FY 22/23 total insurable values increased to \$1.6 billion, in part due to inflation adjustments averaging 6% due to increased costs related to COVID supply chain and labor issues. Rates continue to rise though not as severely as in the past few years, due to a continuing hard insurance market brought about by a previous soft market and increasingly severe losses, including CA wildfires, floods, tornados, and ice storms in the central U.S., and hurricanes along the coast and overseas. Despite the increases, the Program remains the most competitive option available in a very tough environment.

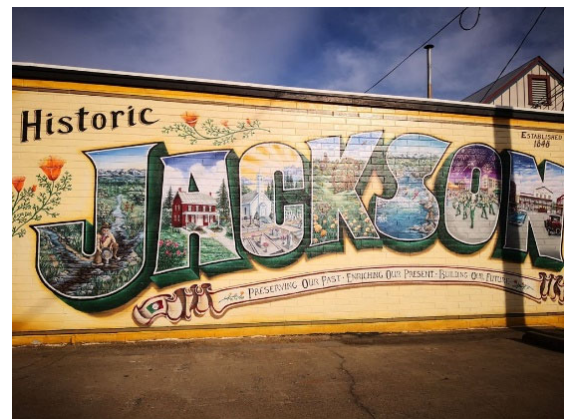


LOOKING AHEAD

Wildfire risks continue to pressure Members to take on higher retentions and focus more on loss control. The pool has obtained wildfire risk scores for select properties and will continue to offer wildfire risk assessments and recommendations all members can use to assess their properties.

Property Appraisals of scheduled buildings are conducted every five years to maintain accurate valuations. Buildings valued over \$5 Million are appraised at no cost to the member. Appraisals for properties below \$5 million are available at reduced group rates. Property appraisals were completed earlier this year, appraisal reports have been distributed to members for review with values being updated for the FY 24/25 renewal.

Trending of the insured values is done annually based on cost of construction indexes, with inflationary factors expected to continue through this fiscal year.



City of Jackson

CRIME PROGRAM

COVERAGE HIGHLIGHTS

The Alliant Crime Insurance Program (ACIP) provides coverage for employee theft, robbery, fraud, forgery, and other types of crimes through the National Union Fire Insurance Company, A.M. Best Rated A (XV). The **per occurrence limit has remained at \$3,000,000** since FY 17/18, with a \$5,000 deductible, with higher limits available for members to obtain separately.

The ACIP policy also covers Faithful Performance of Duty and deletes typical exclusions for Treasurers, Tax Collectors, and Bonded Employees. Therefore, **there is no need for the city to purchase individual bonds** for city officials who are required by law to give bonds for the faithful performance of their duties. To assure coverage **the City must pass a resolution authorizing the use of a Master Crime Policy.**

The ACIP Coverage contains the following:

- Employee Theft
- Robbery or Safe Burglary
- Computer Fraud
- **Faithful Performance of Duty**
- Funds Transfer Fraud
- **Investigative Expenses – Sublimit of \$75,000**
- Forgery or Alteration including Credit, Debit or Charge Card Forgery
- Includes chairperson and members of committees as employees
- **Includes volunteer workers other than fund solicitors as employees**
- Includes specified directors and trustees on committees as employees
- **Deletes Treasurer/Tax Collector and Bonded Employees exclusions**
- Includes specified non-compensated officers as employees
- Specified City Officials Coverage Endorsement (for cities that are required by their city charter to individually bond certain employee or officer positions)



Seventeen of the twenty-two members participate in the ACIP program: Cities of Anderson, Auburn, Colusa, Corning, Dixon, Galt, Gridley, Ione, Lincoln, Marysville, Oroville, Red Bluff, Rio Vista, Rocklin, Yuba City, Willows, and Town of Paradise.

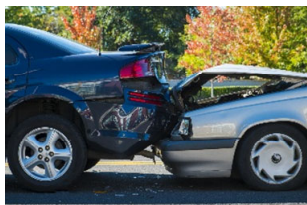
LOOKING AHEAD

As crime incidents are increasing in frequency, and more commonly through computer fraud, members could benefit from the added security a higher limit of insurance affords. NorCal Cities members are always encouraged to evaluate a higher limit of insurance in the ACIP program. Members who do not currently participate in the ACIP Crime Coverage but would like additional information should contact the Program Administration for assistance.



City of Elk Grove

OTHER PROGRAMS



ALLIANT MOBILE VEHICLE PROGRAM (AMVP)

Select Members of NorCal Cities are enrolled in the Alliant Mobile Vehicle Program (AMVP), initially designed specifically for public agencies with a limited number of higher-valued vehicles or special equipment. The program has expanded to include all types of vehicles and mobile equipment. It provides All Risk Equipment Coverage *including earthquake and flood* for scheduled equipment. **Claims valuation is on a replacement cost basis for new vehicles or equipment for three years from date of purchase**, otherwise the policy pays to repair or replace damaged property on a like kind and quality basis (actual cash value). **Deductibles below the APIP minimum of \$25,000 are available** in this program and one reason members choose it.

IDENTITY FRAUD PROTECTION

Member employees receive protection from the impact of identity fraud with Identity Fraud Reimbursement Coverage and Resolution Services through Travelers Insurance Company, with a **limit of up to \$25,000 to reimburse many of the costs and expenses associated with identity recovery**, including lost wages, attorney fees, and document replacement fees.

Employees and immediate family members have 24/7 access to an expert fraud specialist to provide unlimited assistance in restoring a victim's identity. They also have access to online educational resources providing tips, information, and steps to avoid becoming a victim of identity theft. Members receive step-by-step guidance through the resolution process, 3-in-1 credit reporting, and one year of free credit, cyber and fraud monitoring in the event of a fraud incident.



DEADLY WEAPONS RESPONSE PROGRAM

Unfortunately, workplace acts of violence do occur and as a result, members have immediate needs for Crisis Management assistance. In response to this emerging threat, Alliant created the Deadly Weapons Response Program. In the event of a Deadly Attack at a covered location the policy provides **various Crisis Management Services**. The policy has a per event limit of \$500,000 with a pool aggregate of \$2,500,000 and \$10,000 deductible.

Sublimits of \$250,000 provide coverage for:

- Crisis Management Services
- Counseling Services/\$15,000 per person max
- Funeral Expenses/\$1M Aggregate, \$15,000 per person max
- Business Interruption
- Demo/Clearance and Memorialization

In addition to \$25,000 Medical Expense/\$50,000 Accidental Death and Dismemberment per person, both with a \$500,000 annual aggregate

Members also have access to the Beazley Deadly Weapons Protection portal. This website hosts a range of training materials and resources to support your organization before, during and after a crisis. These tools will help reduce and manage the risk associated with a deadly weapons event and respond appropriately should one occur. Register at www.deadlyweaponsprotection.com.

SERVICES

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Thirteen NorCal Cities members participate in the group purchase of an Employee Assistance Program (EAP). An EAP is a worksite-based program designed to assist City employees in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal issues that may affect job performance.



The program features a benefit package which includes:

- Counseling and training
- Critical Incident Stress Debriefing (CISD)
- Childcare and eldercare resources
- Legal and financial consultation

ACI's program includes employees and ALL family members – whether or not they live in the home.

PROGRAM ADMINISTRATION

Alliant Insurance Services provides overall program administration, including meeting agendas, underwriting, and management of governing documents and policies. In addition, Alliant provides consultation and advice regarding:

- **Insurance requirements in contracts**
- Certificates of insurance and endorsements
- **Best Practices for Municipal Risk Management**
- Safety Grant administration



CLAIMS MANAGEMENT

As of July 2023, Workers Compensation Claims Management is now managed by LWP Claims Solutions. LWP is known for proactive claims management, a team approach to claim resolution, and an emphasis on fair, timely and accurate benefit delivery for insured employees, to encourage early and sustained return to work. Each member has customized claim service instructions to tailor benefits to the unique needs of their employees.



Sedgwick provides claims management for the Liability Program. The Sedgwick claims examiner is responsible for advising the member on the merits of each claim and the appropriate action to be taken, as well as providing for necessary investigation of claims and oversight of legal defense. Sedgwick manages litigated claims **based on NorCal Cities' Litigation Management Guidelines** using a group of select attorneys chosen for their skill in public entity defense of Liability claims.

RISK MANAGEMENT

NCC hired Bickmore Risk Services, now Sedgwick, in 2012 as their Risk Control Services provider to perform a Hazard and Risk Assessment for each member and **recommend policies, procedures, and training to address their individual needs**. As a result, members are receiving more direct assistance in managing their operations in ways that reduce the frequency and severity of claims. Consulting by Sedgwick includes:



- Hotline Services – call with any safety question
- **Program/Policy Development**
- Safety Materials
- **Training Matrix** – details the type and frequency of training required for member employees
- **Hazard & Safety Assessments**
- On-site Training
- Webinars – on a variety of Risk Management Topics

SERVICES

VECTOR SOLUTIONS

NorCal Cities members have access to a comprehensive online training platform to maintain compliance with OSHA regulations, fire and EMS standards, ethics and sexual harassment requirements, as well as a wide variety of other topics. Vector Solutions offers an **online based training platform** which members can use to access training sessions and to **track training** completed by employees.



LEXIPOL



Member law enforcement agencies and fire departments are provided Lexipol policy and training services. Lexipol provides comprehensive, defensible public safety policy content and integrated policy training. The **Daily Training Bulletins (DTB) bring the manual into practice through real-life, scenario-based training exercises** emphasizing high-risk, low frequency events. DTBs often qualify for continuous training certification.

GRANT FINDER

New for FY 23/24 is another service provided by Lexipol, Grant Finder, providing a real-time, online database of more than 10,000 federal, state, corporate and foundation grants. **Lexipol will provide grant consulting services** to assist members in identifying and applying for grants. And members can choose Lexipol's full grant writing services if needed at a 50% discount. Their team of experts will help members craft the best application possible and have helped clients obtain over \$46M in grant funding.



CYBER RISK MANAGEMENT

- **Beazley Breach Solutions Risk Management Portal** is located at www.beazleybreachsolutions.com. The Portal contains useful cyber information including best practices, cyber trainings, pre-breach service, and much more.
- **Beazley's cyber e-learning site** is located at <https://elearning.beazleybreachsolutions.com/>. This site has interactive learning modules intended to help users become more aware of things they as individuals can do to help improve their organization's cybersecurity.
- **Cybersecurity & Infrastructure Security Agency (CISA)** A federal government site with FREE tools and resources for protecting cities and other critical infrastructure from cyber-attacks. <https://www.cisa.gov/cyber-resource-hub>
- **NCC Designated Site:** <https://www.besewersmart.com/nccsif-cyber> Offers free cyber resources for NCC members including minimum security standards and real-time cyber threat maps.

SIDEWALK RISK MANAGEMENT

NorCal Cities has contracted with Precision Concrete to provide economical and efficient sidewalk inspection and repair at a discount for members. This service, along with support for NCC's best practices in sidewalk risk management, makes sidewalks safer and reduces claims.

RESOURCE CONTACT GUIDE

A variety of additional risk management resources are provided to NorCal Cities members as summarized in the **Resource Contact Guide** posted to the group's website and included in every Board agenda packet.

SERVICES

MEMBER TRAINING FUND

For FY 23/24, members are allotted a \$4,000 training fund towards risk management related training and/or attendance to annual CAJPA, PARMA, CalPELRA, or other Risk Management Conferences. Attendance at Risk Management Conferences helps educate members on claim reduction strategies and other cost control measures.



SEMINARS AND REGIONAL WORKSHOPS

Selection of topics determined annually by the Board and Members, including:

- **Sedgwick:** on-site and webinar sessions covering ergonomics, OSHA compliance, communication strategies, Playground Inspection, Forklift raining, wellness, public works exposures, and customized member topics.
- **Regional Workshops:** NorCal Cities conducts regional workshops and partners with other risk pools on pertinent safety topics. Topics for 2022/23 included Temporary Traffic Control and Flagging, Cyber Liability, Managing Sidewalk Liability Aquatics Risk Management, Nurturing Relationships through Effective Communication, Developing Team Relationships, Risk Management 101, Navigating Challenging Situation, Negotiation Strategies, IRI Training with Marcus Beverly, AB1234, AB 1825, Verbal Judo, Ergonomics, and The Cal OSHA Appeals -Understanding the Process and Avoiding Pitfalls
- **General Liability and Police Risk Management** related trainings provided through CJPRMA on a wide variety of topics, including Taming Nuclear Verdicts.

WEBSITE

NorCal Cities website resources include a Risk Management tab where members can access Risk Management information, including **recommended policies, procedures, and best practices**. Please take a moment to visit our website at: www.nccsif.org.

ALLIANT CONNECT



AlliantConnect is a web-based portal that provides a secure way for NorCal Cities members to access coverage information online as well as the **JPA governing documents, agendas, and other important documents**. AlliantConnect offers members access to the documents on the go via a **mobile app**. The mobile app version provides the same 24/7 access to the documents and coverage information through a secure platform. The app is available on iOS and Android devices.

FINANCIAL SERVICE PROVIDERS AND CONSULTANTS



Accounting Services
James Marta & Company



Independent Financial Auditing Services
Crowe Horwath LLP



Investment Consultants
Chandler Asset Management, Inc.

FINANCIAL OVERVIEW

STATEMENT OF NET POSITION

**Northern California Cities Self Insurance Fund
(Governmental Enterprise Fund)
Statement of Net Position
June 30, 2023**

Assets	
Current Assets	
Cash and Cash Equivalents	\$ 4,967,730
Accounts Receivable	228,589
Interest Receivable	417,296
Excess Accounts Receivable	<u>791,410</u>
Total Current Assets	<u>6,405,025</u>
Non-Current Assets	
Investments*	<u>75,592,235</u>
Total Assets	<u>\$ 81,997,260</u>
Liabilities & Net Position	
Current Liabilities	
Accounts Payable	\$ 211,288
Dividends Payable	<u>2,420,428</u>
Total Current Liabilities	<u>2,631,716</u>
Non-Current Liabilities	
Outstanding Liabilities*	50,862,915
ULAE*	<u>2,625,527</u>
Total Non-Current Liabilities	<u>53,488,442</u>
Total Liabilities	<u>56,120,158</u>
Net Position	
Designated for Contingency	200,000
Designated for Risk Management	1,227,518
Undesignated	<u>24,449,584</u>
Total Net Position	<u>25,877,102</u>
Liability & Net Position	<u>\$ 81,997,260</u>

*For internal reporting purposes, investments and claim liabilities are classified as non-current.

SUMMARY OF RESULTS

- The Net Position for the whole pool increased by \$1,475,442, despite a decrease of (\$774,484) in the Fair Market Value of the group's investments and member dividends of \$2,745,542. **Without the dividends the pool would have shown an increase in net position of \$4,220,984.**
- The Liability Program saw a decrease of (\$140,855) in Net Position after dividends, while the Workers' Compensation Program saw an increase of \$1,616,297. Each program remains well funded and within the benchmarks established by NCC and audited by CAJPA for Accreditation with Excellence.

FINANCIAL OVERVIEW

STATEMENT OF REVENUES AND EXPENSES

Northern California Cities Self Insurance Fund

(Governmental Enterprise Fund)

Statement of Revenues, Expenses and Changes in Net Position

For the Year Ended June 30, 2023

Operating Income		
Administration Deposit	\$	1,481,389
Banking Layer Deposit		9,811,997
Shared Risk Layer		7,934,999
Excess Deposit/Premium		6,997,716
Property/Crime Insurance Income		5,639,421
Banking Layer Assessment		254,913
Shared Risk Refund		(675,751)
Banking Layer Refund		(2,069,791)
Risk Management Grants		258,855
Other Income		70,838
Total Operating Income		<u>29,704,586</u>
Operating Expenses		
Claims Expense		13,120,817
Consultants		60,414
Safety Service		534,005
Claims Administration		1,832,107
Program Administration		509,141
Board Expenses		16,246
Excess Insurance		6,839,636
Property/Crime Insurance Expense		5,639,413
Member Identity Theft Protection		32,041
Total Operating Expenses		<u>28,583,820</u>
Operating Income (Loss)		1,120,766
Non-Operating Income		
Change in Fair Market Value		(774,484)
Investment Income		1,129,160
Total Non-Operating Income		<u>354,676</u>
Change in Net Position		1,475,442
Beginning Net Position		<u>24,401,660</u>
Ending Net Position	\$	<u>25,877,102</u>

SUMMARY OF RESULTS

- Total operating revenues for fiscal year 2023 were \$29,704,586, prior to refunds, an increase of 1.2%, or \$365,642, as compared to a 20% increase in 2022.
- Total operating income for 2023 was \$1,120,766 with an additional \$1,129,160 in investment income. NorCal Cities earned \$1,475,422, compared to \$422,604 in 2022 despite a change in market value of investments of (-\$774,484) and net dividends of \$2,490,629.

PROGRAM ADMINISTRATION CONTACT INFORMATION



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Corporate License No. 0C36861

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Please visit our *newly updated website* at www.nccsif.org

Thank You

City of Rocklin for Hosting Our Meetings!

February 23, 2021

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of the City Council

FROM: Royce W. Cunningham, Contract Community Development Services Director

SUBJECT: City Council Study Session to Discuss Options for a Potential Sidewalk Repair Program

RECOMMENDATION

That the City Council consider options for a potential sidewalk repair program and provide guidance to Staff.

SITUATION (or BACKGROUND):

The City of Willows has many neighborhoods that date back to the early 1900s. To many, the charming, tree-lined streets are one of the great things about living in Willows. However, tree roots and age have caused many of the sidewalks in Willows to fall into a state of disrepair. Broken and uplifted portions of sidewalks create tripping hazards for pedestrians, and in some areas make it extremely difficult for people in wheelchairs or using walkers to pass. In other areas, there is no sidewalk at all, or a sidewalk ends abruptly without reason. City staff recognizes the condition of sidewalks in Willows has created barriers to the safe, enjoyable walkability of the city. Staff recognizes that there is a need to develop and implement a sidewalk repair program to prevent the continued deterioration of the City's sidewalks.

As with many municipalities, Willows addresses sidewalk maintenance and repair in accordance with the California State Street and Highways Code Section 5610 (Attachment 1), which states that sidewalk maintenance and repair is the responsibility of the adjacent property owner. When citizens contact the City to report a damaged sidewalk in front of their residence or business, current City practice is to inform the citizen that the City does not have a City-funded sidewalk repair program, but that citizens can replace the sidewalk themselves if the work meets City standards. Unfortunately, when many citizens hear that a City sidewalk repair program does not exist, the damaged sidewalk goes unrepaired. In the past, the City did at times grind localized areas of sidewalk lifting or place temporary asphalt patches at damaged areas. However, since the recession of 2008, labor and funding resources have diminished, and the City is not actively performing sidewalk repairs.

In 2015 the City of Willows had an accessibility study performed by DAC, a consulting firm, to identify areas of the City where sidewalks and curb ramps do not adequately provide pedestrian mobility. The DAC study identified many recommended improvements, including new sidewalks, sidewalks to repair and/or replace, and new pedestrian curb ramps at street corners. The estimated

total of costs for these improvements was in the hundreds of thousands of dollars. The City has recently undertaken a street improvement project along the section of North Lassen Street between Wood Street and Sycamore Street to replace curbs, gutters, and sidewalks. However, this project is but a fraction of the amount of sidewalk repairs needed citywide.

Staff has recently performed research on various Sidewalk Repair Programs in other cities in northern California. These programs generally follow one of two models, described as follows:

Model 1: Repairs are the Responsibility of the Property Owner

This model is used in many cities, such as the City of Sacramento, the City of Concord, the City of Chico, and the City of Davis. Under this model, citizens will typically report a damaged sidewalk to the City. The City will inspect the damage, and if significant, notify the property owner that repairs need to be made. The property owner then has three options.

- 1) hire a contractor to make the repair, while also paying the appropriate City fees for permits and inspections.
- 2) make the repair themselves, paying for City fees and inspections.
- 3) have the City make the repairs and reimburse the City for all costs, using prices the City has determined.

Under all three of these scenarios, the property owner is responsible for all costs. The City does have a payment plan if the third option is selected by the property owner and they can show economic hardship. The City may also perform a temporary repair, such as placing an asphalt wedge against a tripping hazard until the property owner can make the permanent repair.

Model 2: City and Property Owner Split the Cost of Repairs

This model is also used by many cities, such as the City of San Rafael, the City of Napa, the City of Redwood City, and the City of Dixon. Under this model, the City will pay 50% of the cost of the repair, up to a maximum amount. In some cities, the maximum amount is a fixed dollar value, such as \$1,000 in San Rafael, or \$750 in Alameda. In Dixon, the maximum City share is \$12.50 per square foot of sidewalk surface area replaced, and in Napa it is \$4.00 per square foot. In some of these cities the homeowner takes the lead on arranging the work, with reimbursement from the City based on work receipts. In other cities, the value of the work is based upon quotes the City has obtained from contractors. The cities that participate in a share of the cost of sidewalk repairs typically fund their Sidewalk Repair Programs using SB-1 or other discretionary transportation funds, or money from the General Fund.

Model 3: City Implements a Fully Funded Sidewalk Repair Program

This model is used by some cities but is not seen as frequently. Typically, the City will identify a budget for the Sidewalk Repair Program in the annual City Budget or will establish a sidewalk repair capital project with a set duration and budget.

In 2015 the City of Vallejo allocated \$262,000 for a sidewalk repair program. The program limited participation to homeowners of owner-occupied residences. The program only included certain types of repairs, such as sidewalks damaged by street tree roots, and there was a limitation on the

February 23, 2021

area of sidewalk to be replaced, a maximum of 9 linear feet of sidewalk. After identifying the sidewalk locations for repair under the program, the City contracted the work out by public bid. In 2015 and 2016, the City of Vallejo expended 99% of the funds allocated to their Sidewalk Repair Program.

The City of Redding has a similar annual sidewalk repair program, with funding established in the City's annual budget based upon available funds. Each year the City's Engineering Division contracts out a Sidewalk Repair Project.

FINANCIAL CONSIDERATIONS

The financial impacts of a sidewalk repair program will depend on the type of program put in place, primarily in the funding source selected. Costs could vary widely if the program is partially or fully funded using City funds. Potential revenue sources for the City of Willows for annual contributions to a sidewalk repair program could be SB-1 transportation funds, of which the City receives approximately \$100,000 annually, or Community Development Block Grant (CDBG) federal housing funds, of which the City receives approximately \$70,000 annually. The General Fund is another potential funding source.

NOTIFICATION

None

ALTERNATE ACTIONS

The City Council may direct staff to develop a sidewalk repair program using concepts presented in the three model program types presented above. The City Council may also direct staff to not pursue development of a sidewalk repair program. None recommended.

RECOMMENDATION

Staff is not making a recommendation on this issue at this time. Staff is seeking guidance from the City Council on the possible development of a Sidewalk Repair Program for the City of Willows.

Respectfully submitted,

Royce W. Cunningham, P.E.
Contract Community Development Services Director

Attachment: CA Streets and Highways Code Section 5610

City Council Study Session to Discuss Options for a Potential Sidewalk Repair Program



City Council Meeting
February 23, 2021

Condition of City Sidewalks

- Many of the City's tree-lined streets and sidewalks were constructed in the early 1900s
- With time and the growth of the tree roots, the sidewalks have uplifted and broken, making pedestrian walkability difficult
- Some streets have sections where there is no sidewalk
- Some street intersections have no curb ramps, making mobility difficult for people in wheelchairs or using walkers

Deteriorated Sidewalk



Uplifted Sidewalk Tripping Hazard



Missing Sidewalk



Missing Sidewalk at Street Corner



Missing Sidewalk and Curb Ramp



Sidewalk Repair Responsibility

- Most Cities address sidewalk maintenance through the California Streets and Highways Code Section 5610, which states:
 - “The owners of lots ... fronting on any portion of a public street ... shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or ... interfere with the public ... ”
- While the property owner may be responsible for sidewalk maintenance, the result is that most damaged sidewalks go unrepaired

Formally Adopted Sidewalk Repair Programs

- Many Cities take a proactive approach to sidewalk repair by adopting a Sidewalk Repair Program
- Sidewalk Repair Programs generally follow one of three models, each with a different set of rules to follow and a different level of City financial participation

Model 1: Property Owner is 100% Responsible

- When the City is notified of a damaged sidewalk, the City inspects the damage and notifies the owner that a repair is needed
- The owner has three options to make the repair
 - The owner hires a contractor to make the repair to City standards and the owner pays 100% for the cost, and for City fees and inspections
 - The owner themselves makes the repair to City standards and pays City fees and inspections
 - The owner has the City make the repairs and then reimburses the City for the costs

Model 2: City and Property Owner Share Costs

- The most common model, Cities that use this model typically fund 50% of the repair costs, up to a maximum amount
- The amount can be a fixed amount, such as \$1000 as used in San Rafael
- The amount can also be a price per square foot, such as \$12.50/SF as used in Dixon
- In some Cities, the work is arranged with a contractor by the property owner
- In other Cities, the City arranges the work with a contractor through a publicly bid contract

Model 3: City Fully Funded Program

- This model is not seen as frequently as the other two models
- The City can allocate funds in the annual City Budget, or periodically as financially feasible
- The funding sources can be discretionary transportation funds such as SB-1 funding
- The funding can also be from other sources, such as General Funds, or federal CDBG housing funds
- Some Cities periodically implement a major City-wide sidewalk repair capital project to address sidewalk repairs

Conclusions

- Each of these three models has different advantages and disadvantages for the both the property owner and for the City
- The higher the level of property owner financial responsibility generally places less burden on the City budget, but less sidewalks get repaired each year as some property owners can't afford the cost
- The higher the level of City financial participation generally results in more sidewalks being repaired each year, but funds gets redirected from other City programs

Recommendations

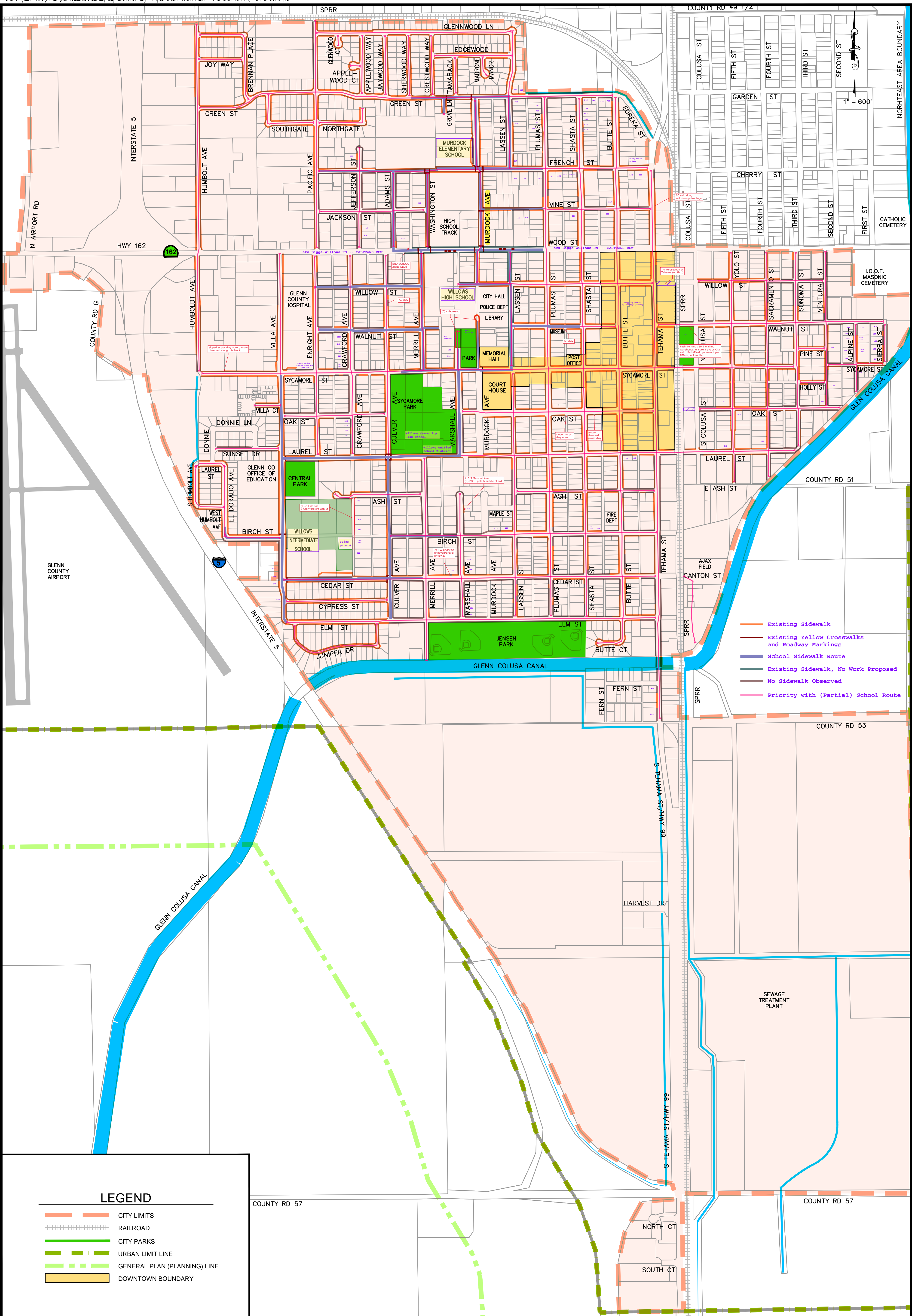
- Staff is not making any recommendations at this time
- Staff is requesting guidance from the City Council as to whether a Sidewalk Repair Program is desired, and if so, what type of program is preferred

Discussion

Street name	Limits	Estimated cost from 2015 report
Adams St.	French to Wood	\$ 7,612.00
Alpine St.	Walnut St. to end	\$ 22,062.00
Applewood Ct.	Applewood Way to Cul-de-sac	\$ 1,092.00
Applewood Way	Glennwood Ln. to Green St.	\$ 3,360.00
Ash St.	Merrill Ave. to cul-de-sac	\$ 21,247.00
Ash St.	Tehama St. to Lassen St.	\$ 40,383.00
Baywood Way	Glennwood Ln. to Green St.	\$ 2,976.00
Birch St.	Tehama St. to Culver Ave	\$ 39,658.00
Birch St.	Villa Ave to El Dorado	\$ 11,494.00
Brennan Place	Humboldt Ave. to Green St.	\$ 9,198.00
Butte St.	Cul-de-sac to Green St.	\$ 129,494.00
Canton St.	Tehama St. to end	\$ 6,922.00
Cedar St.	Tehama St. to Villa Ave	\$ 76,001.00
Crawford Ave	Wood St. to Laurel St.	\$ 39,048.00
Crestwood Way	Glennwood Ln. to Green St.	\$ 4,662.00
Culver Ave	Wood St. to Elm St.	\$ 67,665.00
Cypress St.	Culver Ave to Villa Ave	\$ 12,144.00
Edgewood Ln.	Lassen St. to Crestwood Way	\$ 35,542.00
El Dorado Ave.	Birch St. to Laurel St.	\$ 1,300.00
Elm St.	Tehama St. to Vila Ave	\$ 77,321.00
Enright Ave	Wood St. to Laurel St.	\$ 39,499.00
French St.	Tehama St. to Pacific Ave	\$ 113,885.00
Glennwood Ct.	Glenwood Ln. to cul-de-sac	\$ 1,092.00
Glennwood Ln.	Lassen St. to Pacific Ave	\$ 65,749.00
Green St.	Butte to Humboldt	\$ 144,512.00
Grove Ln.	Green St. to end	\$ 8,902.00
Holly St.	Ventura St. to Sonoma St.	\$ 4,206.00
Humboldt Ave.	City Limit to Sycamore St.	\$ 106,714.00
Humboldt Ave.	El Dorado Ave. to Laurel St.	\$ 3,038.00
Jackson St.	Washington St. to Pacific Ave.	\$ 12,248.00
Jefferson St.	Cul-de-sac to Wood St.	\$ 8,184.00
Joy Way	Brennan Pl. to Humboldt Ave.	\$ 18,932.00
Juniper Dr.	Elm St. to Elm St.	\$ 67,370.00
Lassen St.	Glennwood Ln. to French St.	\$ 28,798.00
Lassen St.	Wood St. to Elm St.	\$ 98,864.00
Laurel St.	El Dorado Ave. to Humboldt St.	\$ 2,600.00
Laurel St.	Snoma St. to Villa Ave	\$ 245,417.00
Madrone Manor	Edgewood Ln to Culd-de-sac	\$ 3,672.00
Marshall Ave	cule-de-sac to Elm St.	\$ 10,140.00
Marshall Ave	end to end	\$ 20,752.00
Merrill Ave	end to end	\$ 13,754.00
Merrill Ave	Wood St. to Sycamore St.	\$ 15,369.00
Murdock Ave.	cul-de-sac to Laurel St.	\$ 35,804.00

Murdock Ave.	Green St. to Willow St.	\$	29,434.00
Northgate Dr.	Pacific Ave. to end	\$	22,792.00
Oak St.	Culver Ave to Villa Ave	\$	20,737.00
Oak St.	End to Clusa St.	\$	36,512.00
Oak St.	Tehama St. to Marshall Ave	\$	108,345.00
Pacific Ave.	City Limit to Wood St.	\$	26,222.00
Pine St.	Ventura St. to Sonoma St.	\$	14,804.00
Plumas St.	Green St. to Elm St.	\$	140,894.00
Sacramento St.	City Limits to Wood St.	\$	85,866.00
Shasta St.	Green St. to Elm St.	\$	209,612.00
Sherwood Way	Glennwood to Green St.	\$	7,380.00
Sierra St.	Sycamore to Walnut St.	\$	9,306.00
Sonoma St.	Wood St. to Laurel St.	\$	32,950.00
Southgate Dr.	Pacific Ave to Green St.	\$	18,722.00
Sunset Dr.	Villa Ave. to Donnie Ln.	\$	1,540.00
Sycamore St.	Sierra to Ventura	\$	24,306.00
Sycamore St.	Sonoma to Humboldt	\$	323,151.00
Tamarack Way	Edgewood Ln. to Green St.	\$	11,154.00
Tehama St.	French to County Rd. 53	\$	89,052.00
Ventura St.	Wood St. to Oak St.	\$	38,098.00
Villa Ave.	Wood St. to Elm St.	\$	82,472.00
Villa Ct.	Villa Ave. to end	\$	10,339.00
Vine St.	Tehama St. to Murdock Ave	\$	57,688.00
Walnut St.	Butte to Lassen	\$	56,670.00
Walnut St.	End to Enright Ave	\$	47,654.00
Walnut St.	Sierra to Tehama	\$	82,098.00
Washington St.	French to Wood	\$	15,480.00
Willow St.	Merrill Ave. to Enright	\$	48,691.00
Willow St.	Tehama St. to Marshall Ave	\$	107,091.00
Willow St.	Ventura St. to Colusa St	\$	52,412.00
Yolo St.	Wood St. to Ash St.	\$	87,484.00
Subtotal of all Streets			\$ 3,577,638.00

Indexed to 2021 number	\$ 4,442,710.87
Contingency (20%)	\$ 888,542.17
Total Estimate construction Cost	\$ 5,331,253.04
Design (10%)	\$ 533,125.30
CM/Inspection (15%)	\$ 799,687.96
Estimated Total Cost	\$ 6,664,066.30



- Existing Sidewalk
- Existing Yellow Crosswalks and Roadway Markings
- School Sidewalk Route
- Existing Sidewalk, No Work Proposed
- No Sidewalk Observed
- Priority with (Partial) School Route

- LEGEND**
- CITY LIMITS
 - RAILROAD
 - CITY PARKS
 - URBAN LIMIT LINE
 - GENERAL PLAN (PLANNING) LINE
 - DOWNTOWN BOUNDARY

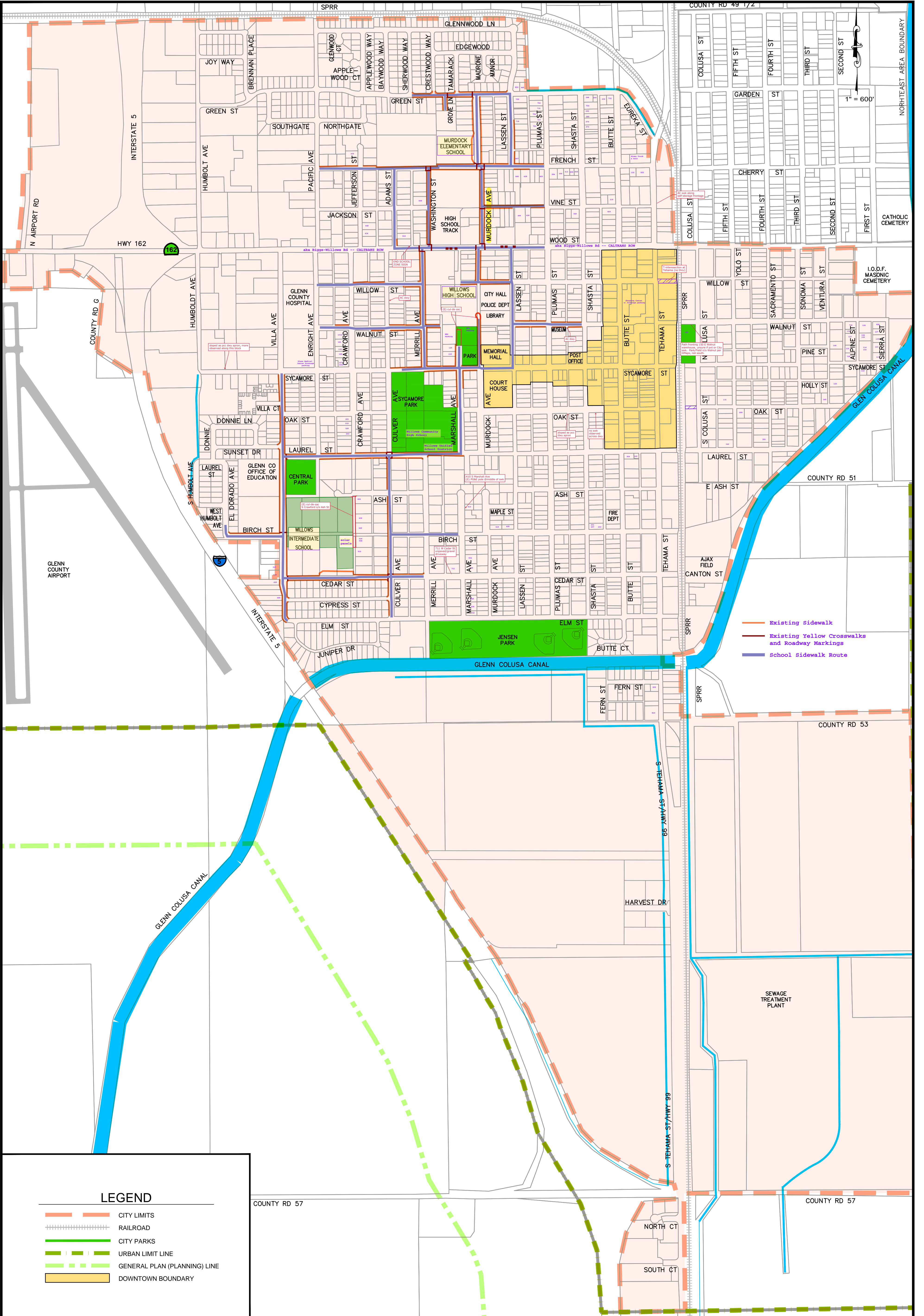


CITY OF WILLOWS



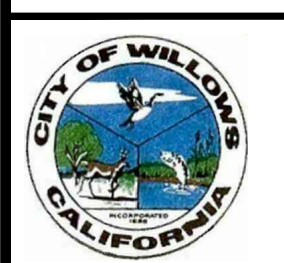
Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

WILLOWS CITY BASE MAP
JUNE 2022



- Existing Sidewalk
- Existing Yellow Crosswalks and Roadway Markings
- School Sidewalk Route

- LEGEND**
- CITY LIMITS
 - RAILROAD
 - CITY PARKS
 - URBAN LIMIT LINE
 - GENERAL PLAN (PLANNING) LINE
 - DOWNTOWN BOUNDARY



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CITY OF WILLOWS
WILLOWS CITY BASE MAP
JUNE 2022

AGENDA ITEM

TO: Honorable Mayor Domenighini and Members of the City Council

FROM: Royce W. Cunningham, Contract Community Development Services Director

SUBJECT: Resolution Establishing and Funding a One-Year Pilot Sidewalk Repair Program

RECOMMENDATION

That the City Council adopt the attached resolution establishing a one-year Pilot Sidewalk Repair Program and allocating \$20,000 in funding from Gas Tax, SB 1, General Fund, or other discretionary funding sources.

SITUATION (or BACKGROUND):

On February 23, 2021, the City Council held a study session to discuss the common types of sidewalk repair programs used in northern California cities to address deteriorating sidewalks. As with many municipalities, Willows currently addresses sidewalk maintenance and repair in accordance with the California State Street and Highways Code Section 5610, which states that sidewalk maintenance and repair is the responsibility of the adjacent property owner. However, the City of Willows Municipal Code does not directly reference Section 5610, nor clearly state that the responsibility for sidewalk maintenance and repair is the responsibility of the landowner who owns the property the sidewalk fronts.

In the study session, City staff discussed the details of several optional sidewalk repair programs, including financial responsibility for sidewalk repairs and responsibility for scheduling a contractor to perform sidewalk repairs. The City Council also discussed what was felt to be the root cause of most damaged sidewalks, the intrusion of tree roots from street trees. The City Council appeared supportive of a potential sidewalk repair program that places responsibility for implementing sidewalk repairs on the property owner, but also provides some financial support from the City. Staff has put together a proposed one-year pilot sidewalk repair program that includes participation by both the property owner and the City.

Highlights of a Proposed One-Year Pilot Sidewalk Repair Program:

1. The program would only be available to property owners of owner-occupied single-family residences.
2. The program would be on a first-come, first-served basis.
3. Applicants would sign up for the program by submitting an application to the City.
4. City staff would inspect the sidewalk needing repair and complete a pre-construction survey to identify the areas needing to be repaired or replaced.

5. The application would be approved or denied based on meeting program requirements.
6. If the application was approved, the homeowner would be responsible for soliciting cost proposals from construction contractors, obtaining any necessary permits from the City, having the work completed, and obtaining receipts for the work.
7. To be eligible for the program, all work must be completed by a licensed contractor, and must be fully compliant with the Americans with Disabilities Act (ADA).
8. The City would reimburse the homeowner for 50% of the cost of the work, up to a maximum of \$12.50 per square foot of sidewalk, up to a maximum of \$1,000 for any one property, subject to verification of payment through receipts.
9. Participants at a minimum would be required to repair all sidewalk areas identified as needing repair in the pre-construction survey, but could choose to replace more at no additional cost to the City.
10. If it is determined that the sidewalk damage is a result of street tree roots, the City would remove the street tree. Street trees would not be replaced.
11. Driveways would not be eligible for the sidewalk repair program, as they are private property.
12. Funding for the one-year pilot Sidewalk Repair Program would be limited to a total of \$20,000.

If the City Council approves moving forward with the proposed one-year Pilot Sidewalk Repair Program, staff will prepare the necessary application forms, pre-construction survey forms, and other documentation to establish the Program. It is anticipated a fully functioning pilot program could start on July 1, 2021, at the beginning of Fiscal Year 2021/2022.

FINANCIAL CONSIDERATIONS

The financial impacts of the proposed one-year Pilot Sidewalk Repair Program will depend on the funding source for the \$20,000 in recommended funding. Potential revenue sources for establishing the one-year Pilot Sidewalk Repair Program could be SB-1 transportation funds, of which the City receives approximately \$100,000 annually, or Community Development Block Grant (CDBG) federal housing funds, of which the City receives approximately \$70,000 annually, or the General Fund.

NOTIFICATION

None

ALTERNATE ACTIONS

The City Council can direct staff to make revisions to the details of the one-year pilot Sidewalk Repair Program as presented. The City Council may also choose not to develop a sidewalk repair program. If the City Council chooses not to develop a sidewalk repair program, staff recommends that the City Council direct staff to return at a later City Council meeting with an amendment to the City of Willows Municipal Code that references the California State Street and Highways Code Section 5610 and clearly states that sidewalk maintenance and repair is the responsibility of the property owner whose property fronts directly on the subject sidewalk in need of repair.

RECOMMENDATION

That the City Council adopt the attached resolution establishing a one-year Pilot Sidewalk Repair Program and allocating \$20,000 in funding from Gas Tax, SB 1, General Fund, or other discretionary funding sources.

Respectfully submitted,

Royce W. Cunningham, P.E.
Contract Community Development Services Director

Attachment: Resolution
Exhibit A: Conditions of a One-Year Pilot Sidewalk Repair Program

RESOLUTION No. _____

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WILLOWS, STATE OF CALIFORNIA,
ESTABLISHING A ONE-YEAR PILOT SIDEWALK REPAIR PROGRAM AND
ALLOCATING ONE-TIME FUNDING IN THE AMOUNT OF \$20,000 FROM GAS
TAX, SB-1, GENERAL FUND, OR OTHER DISCRETIONARY FUNDING SOURCES**

WHEREAS, the City of Willows has many older tree-lined streets where the condition of the sidewalk has deteriorated over time or the root systems of mature trees have damaged the sidewalk, creating tripping hazards and affecting the walkability of the City; and

WHEREAS, the City has traditionally addressed sidewalk maintenance and repair in accordance with the California State Street and Highways Code Section 5610, which states that sidewalk maintenance and repair is the responsibility of the adjacent property owner; and

WHEREAS, difficult economic conditions have resulted in many property owners deciding to forego sidewalk repairs; and

WHEREAS, the City Council recognizes that there is merit to establishing a pilot sidewalk repair program with partial City financial participation to determine if the community has an interest in partnering with the City in improving the walkability City's sidewalks.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willows that the one-year Pilot Sidewalk Repair Program follow the conditions outlined in Exhibit A.

BE IT FURTHER RESOLVED that the one-year Pilot Sidewalk Repair Program is to be funded with a one-time contribution of \$20,000 from Gas Tax, SB 1, General Fund, or other discretionary funding sources.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 13th day of April 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
APPROVED:

ATTESTED:

Larry Domenighini, Mayor

Tara Rustenhoven, City Clerk

EXHIBIT A:

Conditions of One-Year Pilot Sidewalk Repair Program

1. Participation in the Sidewalk Repair Program (Program) is limited to property owners of owner-occupied single-family residences.
2. The Program is on a first-come, first-served basis.
3. Applicants must sign up for the Program by submitting an application to the City of Willows Community Development Services Department.
4. Upon receiving an Application for the Program, City staff will inspect the sidewalk needing repair and complete a pre-construction survey to identify the areas needing to be repaired or replaced.
5. The Application will be approved or denied based on meeting Program requirements.
6. If the Application is approved, the homeowner will be responsible for soliciting cost proposals from construction contractors, obtaining any necessary encroachment permits from the City, having the work completed, and obtaining receipts for the work.
7. To be eligible for reimbursement under the Program, all work must be completed by a licensed contractor, and must be fully compliant with the Americans with Disabilities Act (ADA).
8. The City will reimburse the homeowner for 50% of the cost of the work, up to a maximum of \$12.50 per square foot of sidewalk, up to a maximum of \$1,000 for any one property, subject to verification of payment through receipts.
9. Participants in the Program, at a minimum, are required to repair all sidewalk areas identified as needing repair in the pre-construction survey, but can choose to replace more at no additional cost to the City.
10. If it is determined that the sidewalk damage is a result of street tree roots, the City may remove the street tree. Removed street trees will not be replaced.
11. Driveways are not eligible for the Program, as they are private property.
12. Funding for the Program is limited to a one-time total City contribution of \$20,000.

MASTER FEE SCHEDULE OVERVIEW AND PROGRESS UPDATE

March 12, 2024



FEES SCHEDULED FOR UPDATING

Building

Building permits, building inspection, encroachment permits, engineering plan check.

Planning

Design review, environmental assessments, parcel maps, use permits, variances, zoning and others.

Engineering

Encroachment Permits.

Fire Inspection and Penalties

False alarm penalties and inspection fees.

Business Licenses

New and Renewed business license applications, apartments, hotels/motels and others.

Parks and Recreation

Park permits, softball field rentals, swimming pool fee, and recreation sport programs (youth basketball and soccer).



METHODS USED FOR UPDATING FEES

Time Surveys

Interviews with staff to determine time allocations per permit process. This information is used to determine the appropriate fee for full cost recovery. The majority of fees are updated using information from the time survey.

Pass Through Agreements (PTA)

These are agreements with contracted staff that are billed at an hourly rate. Staff has used time data to update PTA deposit amounts for certain fees. Certain fees, such as Engineering Plan Check Review, are based on a percentage of the total project.

Fees Based on Valuation

Certain building permit fees are based on the valuation of the total project. We have updated the valuation fee by adjusting for Consumer Price Index (CPI).

City Discretion

Most of these fees relate to Parks and Recreation (e.g., field rental rates, park permits, pool fees).



BUILDING DEPARTMENT: PERMIT FEES BASED ON TIME STUDY

These fees are for smaller permitted projects and do not have a valuation charge. Below, is a description of how the time study was used to update a specific fees.

For example, the current Building Permit fee to replace a furnace is \$39.30. City staff and contract time was assessed as it relates to this fee to determine a full cost recovery amount. The total cost of city and contract staff time was \$119.12, this amount would be the updated fee for this permit.



BUILDING DEPARTMENT: SAMPLE OF UPDATED FEES

Permit Fee Name	Current Fee	Proposed Fee	Adjustment
Sewer Line Repair/Replacement (dwelling to property line)	\$49.15	\$119.12	\$69.97
Water Line Repair/Replacement (dwelling to property line)	\$29.25	\$119.12	\$89.87
Re-Plumb Residential	\$29.25	\$198.99	\$169.74
New/Repair Gas Line	\$30.65	\$99.15	\$68.50
Installation of Softener, Pond pump, Foundation, etc.	\$57.80	\$119.12	\$61.32
Main Panel Upgrade 200 amp or less	\$85.00	\$99.15	\$14.15
Re-Roof	\$211.00	\$258.20	\$47.20
Furnace/HVAC Change out	\$54.10	\$159.05	\$104.95
Replace Furnace or Mini Split (Electric or Gas)	\$39.30	\$119.12	\$79.82
Install New HVAC or New Mini Split	\$126.50	\$99.15	(\$27.35)
Water Heater Change out (Electric)	\$29.25	\$99.15	\$69.90
Water Heater Change out (Electric to Gas)	\$42.95	\$99.15	\$56.20
Water Heater Change out (Gas)	\$36.80	\$99.15	\$62.35
Demolition Permit	\$125.00	\$158.36	\$33.36
Sign Permit	\$225.00	\$158.36	(\$66.64)



BUILDING DEPARTMENT: PLAN CHECK, CIVIL REVIEW AND CIVIL INSPECTION DEPOSITS

Deposits for Pass Through Agreements for Plan Check, Civil Plan Check and Civil Inspections are currently based on a percentage of the total project cost (e.g., 4%). This deposit percentage was determined to be accurate and will not be adjusted.

At the completion of Plan Check/Inspections, any unused deposit will be refunded to the applicant. If costs exceed the deposit amount, the applicant will be billed the additional amount.



BUILDING DEPARTMENT: VALUATION CHARGE

This fee is based on construction valuation, which is determined by actual square footage, occupancy group, and type of construction.

The occupancy group and type of construction data are based on the ICC Building Valuation Data Table August 2023 edition. The fee amount is based on table 3-A from the 1997 Uniform Administrative Code (modified for CPI increases).



BUILDING DEPARTMENT: VALUATION PROJECT COST CALCULATOR

The International Code Council (ICC) publishes updated construction costs per square foot for various building uses and materials. For new builds and major alterations, staff will use the building valuation data from the August 2023 publication to determine project cost.



INTERNATIONAL CODE COUNCIL DATA (AUGUST 2023)

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	335.89	324.58	316.94	304.93	286.87	278.00	295.62	266.02	257.55
A-1 Assembly, theaters, without stage	307.39	296.08	288.44	276.42	258.37	249.50	267.12	237.51	229.05
A-2 Assembly, nightclubs	269.94	261.93	254.48	245.85	230.56	223.99	237.02	209.57	202.79
A-2 Assembly, restaurants, bars, banquet halls	268.94	260.93	252.48	244.85	228.56	222.99	236.02	207.57	201.79
A-3 Assembly, churches	311.88	300.57	292.93	280.91	263.30	254.43	271.60	242.45	233.98
A-3 Assembly, general, community halls, libraries, museums	266.07	254.76	246.12	235.10	216.33	208.46	225.80	195.47	188.01
A-4 Assembly, arenas	306.39	295.08	286.44	275.42	256.37	248.50	266.12	235.51	228.05
B Business	260.69	251.13	241.86	231.65	210.99	202.73	222.56	186.21	177.81
E Educational	273.46	263.96	255.62	245.04	228.69	217.00	236.61	200.36	193.94
F-1 Factory and industrial, moderate hazard	160.20	152.78	143.34	138.64	123.55	117.41	132.48	102.44	95.93
F-2 Factory and industrial, low hazard	159.20	151.78	143.34	137.64	123.55	116.41	131.48	102.44	94.93
H-1 High Hazard, explosives	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	N.P.
H234 High Hazard	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	85.50
H-5 HPM	260.69	251.13	241.86	231.65	210.99	202.73	222.56	186.21	177.81
I-1 Institutional, supervised environment	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
I-2 Institutional, hospitals	434.15	424.59	415.32	405.12	383.35	N.P.	396.02	358.57	N.P.
I-2 Institutional, nursing homes	302.01	292.45	283.18	272.97	253.83	N.P.	263.88	229.05	N.P.
I-3 Institutional, restrained	295.86	286.31	277.03	266.83	247.95	238.69	257.74	223.17	212.77
I-4 Institutional, day care facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
M Mercantile	201.37	193.36	184.91	177.28	161.72	156.15	168.45	140.73	134.95
R-1 Residential, hotels	264.67	255.41	246.77	238.13	218.35	212.40	238.17	196.75	190.67
R-2 Residential, multiple family	221.32	212.06	203.42	194.78	175.96	170.01	194.82	154.36	148.28
R-3 Residential, one- and two-family ^d	209.61	203.74	198.94	195.12	188.41	181.45	191.77	175.86	165.67
R-4 Residential, care/assisted living facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
S-1 Storage, moderate hazard	148.46	141.04	131.60	126.90	112.12	105.97	120.74	91.00	84.50
S-2 Storage, low hazard	147.46	140.04	131.60	125.90	112.12	104.97	119.74	91.00	83.50
U Utility, miscellaneous	114.09	107.37	99.89	95.60	85.13	79.54	90.99	67.39	64.19



BUILDING DEPARTMENT: VALUATION SAMPLE OF UPDATED FEES

Permit Valuation Update			
Category	Valuation	Current Fee	Proposed Fee
PLAN FEE 1. Valuation: \$1.00-\$500	\$1.00	\$47.90	\$48.44
PLAN FEE 2. Valuation: \$501-\$2,000	\$501.00	\$47.93	\$49.99
PLAN FEE 3. Valuation: \$2,001-\$25,000	\$2,001.00	\$69.26	\$145.84
PLAN FEE 4. Valuation: \$25,001-\$50,000	\$25,001.00	\$391.26	\$823.50
PLAN FEE 5. Valuation: \$50,001-\$100,000	\$50,001.00	\$643.75	\$1,355.74
PLAN FEE 6. Valuation: \$100,001-500,000	\$100,001.00	\$993.75	\$2,092.84
PLAN FEE 7. Valuation: \$500,001-1,000,000	\$500,001.00	\$3,233.75	\$6,810.28
PLAN FEE 8. Valuation: \$1,000,001-X	\$1,000,001.00	\$5,608.75	\$11,812.03



PLANNING: PASS THROUGH AGREEMENT DEPOSITS

Deposits for Pass Through Agreements (PTA) for Planning were not consistent and well below the actual costs. Planning items vary widely on the amount of time they take to complete so a time study was used to determine the appropriate deposit amount.

Looking at each item individually and developing a deposit amount specific to that task, ensures more accurate deposit amounts. Deposits will now be listed on the City's fee schedule to ensure transparency and customer budgeting.



PLANNING: CURRENT FEE SCHEDULE

PLANNING APPLICATION FEE SCHEDULE (July 1, 2015)

APPLICATION FEES	
Certificate of Compliance	\$228
Design Review	\$283 + \$128 per PC mtg. + PTA Deposit.
Encroachment Permit	\$78 + \$58 per inspection & 2% of Public Improvement cost
Environmental Assessment	
Categorical Exemption	\$64
Notice of Determination (NOD)	\$32 + County Posting Fee
o Initial Study w/minor Neg. Dec	Consultant Fee + 5%
o Initial Study w/MND	Consultant Fee + 5%
o Environmental Report (EIR)	Consultant Fee + 5%
Tentative Parcel Maps (4 or fewer lots)	\$285 + \$32/lot + PTA
Tentative Subdivision Maps (5 or more lots)	\$565 + \$32/lot + PTA
Vesting Tentative Map	\$680 + \$32/lot + PTA
Extensions and Revisions to Approved Plan	\$191
Final Maps	\$562+\$32/lot + PTA
General Plan Amendment	\$1146 + PTA
Home Occupation	\$86
Lot Line Adjustment	\$350
Lot Merger	\$228
Rezone or Prezone	Minimum \$1,000 deposit + consultant cost + 5%
Sign Permit	\$64
Temporary Use Permit	\$228
USE PERMIT	
o Minor	\$114 + PTA Deposit
o Major	\$570 + PTA Deposit
VARIANCE	
o Minor	\$114 + PTA Deposit
o Major	\$570 + PTA Deposit
Zoning Clearance Letter	\$128
Appeal to PC or CC	\$222
PASS THROUGH AGREEMENT (PTA)	
o Projects deemed Categorical Exempt	\$500 min. deposit
o Projects requiring Environmental Review	minimum \$1,000 minimum (Deposits are applied to fully allocated costs associated with the project. Additional deposits may be required).



PLANNING: TIME STUDY FEE SAMPLE

Permit Fee Name	Current Fee	Proposed Fee
Tentative Parcel Maps (4 or few lots)	\$285 + PTA	\$325 + \$1,000
Tentative Parcel Maps (4 or few lots) - per lot	\$32	\$32
Tentative Subdivision Maps (5 or more lots)	\$564 + PTA	\$325 + \$4,000
Tentative Subdivision Maps (5 or more lots) - per lot	\$32	\$32
Vesting Tentative Map	\$680 + PTA	\$350 + \$8,000
Vesting Tentative Map - per lot	\$32	\$32
Extensions and Revisions to Approved Plan	\$191 + PTA	\$325 + \$600
Final Maps	\$562 + PTA	\$325 + \$4,000
General Plan Amendment	\$1,146 + PTA	\$575 + \$4,000



FIRE DEPARTMENT

Inspections:

Description	Current	Proposed
Fireworks stand/booth	47.00	\$50.00
Twice failed annual fire inspection fee	40.00	\$100.00
New Business Fire Inspection	New	\$100.00
New Business Re-Inspection	New	\$100.00

Penalties:

Description	Current	Proposed
False Fire Alarm Activation (4th offense)	150.00	\$250.00
False Fire Alarm Activation (6th offense)	300.00	\$500.00
False Fire Alarm Activation (8th offense)	500.00	\$750.00



BUSINESS LICENSES

Business license fees were updated using a time study. Rates were adjusted based on the number of employees, which reduces the cost burden to small businesses. Below, is a sample of proposed fee increases:

Description	Current	Proposed
New Application 1-5 Employees	\$ 30.00	\$ 40.00
6 to 10 employees	\$ 55.00	\$ 70.00
11 to 15 employees	\$ 80.00	\$ 110.00
15 or more employees	\$ 105.00	\$ 160.00



PARKS AND RECREATION

Parks and Recreation fees are discretionary, current fees include:

- Park Permits: \$35 per permit/per day
- Field Use: \$35/per day
- Tournament Fee: \$100 per day/per field
- Field Prep: \$41.67 per field/per prep
- Lights: \$15 per hour
- Basketball/Soccer: \$35 per participant

Below is a table showing cost vs. revenue for parks and recreation:

Description	Budgeted Revenue	Budgeted Expense
Park Permits and Fields/Parks Maintenance	\$ 6,000 .00	\$ 38,000.00
Recreation	\$ 15,000.00	\$ 36,000.00
Swimming Pool	Donation based	\$34,000.00



Questions?





PUBLIC COMMENT & CONSENT CALENDAR FORUM



	<u>PERIOD</u>		
	3/1/2024	TO	3/1/2024
Payroll	458	TO	495
Payroll Check Register	40893	TO	40897

APPROVAL DATE 3/12/2024

APPROVED _____



City of Willows

Payroll Check Register

Employee Pay Summary

Pay Period: 2/12/2024-2/25/2024

Packet: PYPKT00182 - Payroll 2-12-24 to 2-25-24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings
ABOLD, STEVEN B	ABO00	03/01/2024	487	2,130.11
ARELLANES, ASHLEY MARIE	ARE00	03/01/2024	471	1,334.13
BEATTY, RYAN	BEA00	03/01/2024	40893	80.00
BETTENCOURT, JOSEPH	BET01	03/01/2024	493	4,750.61
BOBADILLA, TAVIAN	BOB02	03/01/2024	479	160.00
BOBADILLA, PEDRO D	BOB00	03/01/2024	478	50.00
BOBADILLA, TRISTAN	BOB01	03/01/2024	477	160.00
BRIONES, BRENDA VALENZU	BRI00	03/01/2024	472	320.00
BROTT, SHERRY	BRO02	03/01/2024	466	300.00
BROWN, MARTHA	BRO01	03/01/2024	462	5,676.92
CANO, GABRIELA M	CAN01	03/01/2024	40894	96.00
CANO, ILIANNA	CAN00	03/01/2024	40895	160.00
CORTES-LOSOYA, MARIA	COR00	03/01/2024	488	240.00
EHORN, CAITLIN A	EHO02	03/01/2024	473	1,468.00
EHORN, MARIA ANNETTE	EHO00	03/01/2024	467	50.00
ENOS, KYLE	ENO00	03/01/2024	483	2,294.24
FLOWERDEW, NICK	FLO00	03/01/2024	482	80.00
FUENTES, JAIME	FUE01	03/01/2024	484	2,605.94
GAMBOA, YADIRA	GAM00	03/01/2024	474	352.00
HANSEN, GARY L	HAN02	03/01/2024	458	250.00
HOOVER, AMOS	HOO00	03/01/2024	463	2,388.00
HUTSON, KRISTINA RENEE	HUT04	03/01/2024	480	190.00
HUTSON, EVAN C	HUT01	03/01/2024	485	250.00
LOMBARD, TYLER JOSEPH	LOM00	03/01/2024	486	1,005.86
MASSOLO, REGINA	MAS01	03/01/2024	464	2,112.17
MCDERMOTT, ELLA G	MCDE01	03/01/2024	40896	96.00
MINGS, MICHAEL E	MIN00	03/01/2024	489	1,933.68
MONCK, NATHANIAL T	MON00	03/01/2024	494	14,009.68
MOORE, JOANNE	MOO01	03/01/2024	465	4,040.15
MYERS, HOLLY	MEY00	03/01/2024	468	50.00
PALAFOX-SAN, NYLA	PAL03	03/01/2024	40897	160.00
PFYL, NATISA N	PFY00	03/01/2024	495	3,001.51
RANDOLPH, MATTHEW	RAN01	03/01/2024	490	1,676.15
RAYGOZA, RODRIGO	RAY00	03/01/2024	481	180.00
REED, JOSHUA	REE00	03/01/2024	491	1,798.86
RUSTENHOVEN, TARA L	RUS01	03/01/2024	470	2,446.92
SPENCE, KYLIEGH C	SPE02	03/01/2024	475	440.00
SPRAGUE, FORREST	SPR00	03/01/2024	459	250.00
THOMAS, RICHARD	THO00	03/01/2024	460	250.00
VALENCIA, LLANIRA	VAL01	03/01/2024	469	50.00
VARGAS, GIOVANI	VAR00	03/01/2024	476	504.00
VASQUEZ, PEDRO CEASAR	VAS01	03/01/2024	492	2,596.76
VODDEN, DAVID	VOD00	03/01/2024	461	250.00
			Totals:	62,237.69



Willows City Council Regular Meeting Action Minutes

Agenda Item #6b.

City Council
Gary Hansen, Mayor
Evan Hutson, Vice Mayor
Rick Thomas, Council Member
David Vodden, Council Member
Forrest Sprague, Council Member

February 27, 2024
Willows City Hall
Closed Session: 5:30 PM
Regular Session: 6:00 PM

City Manager
Marti Brown

City Clerk
Amos Hoover

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

1. CALL TO ORDER – 5:30 PM

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Councilmembers Present: Mayor Hansen, Vice Mayor Hutson and Councilmembers Thomas, Sprague, and Vodden

Councilmembers Absent: None

4. CHANGES TO THE AGENDA

5. CLOSED SESSION

a. Conference with Legal Counsel – Substantial Risk of Litigation

Report Out: No reportable action or direction given to staff.

6. PUBLIC COMMENT & CONSENT CALENDAR FORUM

a. Register Approval

Action: Approved general checking, payroll, and direct deposit check registers.

b. Minutes Approval

Action: Approved the February 13, 2024, meeting minutes with one edit to include vote on item #8a.

Moved/Seconded: Councilmembers Vodden and Thomas

Yes: Councilmembers Thomas, Sprague, and Vodden, Vice Mayor Hutson, and Mayor Hansen

No: None

7. DISCUSSION AND ACTION CALENDAR

a. Emergency Repair and Routine Vehicle Maintenance of Utility 8 Fire Truck

Action: Adopted a resolution authorizing a budget amendment of \$9,000 to account 301-150-43000 for emergency repairs of fire department apparatus and other routine vehicle maintenance.

Moved/Seconded: Councilmembers Sprague and Vodden

Yes: Councilmembers Thomas, Sprague, and Vodden, Vice Mayor Hutson, and Mayor Hansen

No: None

b. Proposed Sales Tax Policy Statement, Ordinance & Resolution

Action: Discussed a potential policy statement regarding how revenue generated from a 1.5% sales tax would or could be used and discussed the policy implications of and response to Initiative 21-0042A1 and gave direction to staff.

8. COMMENTS & REPORTS

- a. Council Correspondence
- b. City Council Comments & Reports
- c. City Manager's Report

9. CLOSED SESSION

a. Conference with Labor Negotiators (§54957.6)

Agency Designated Representatives:

Marti Brown, City Manager and Carolyn Walker, City Attorney

Employee Organizations: WEA, UPEC, and Management

b. Conference with Legal Counsel – Existing Litigation (§54956.9)

Name of Case: Forbes v. County of Glenn

c. Conference with Legal Counsel – Existing Litigation (§54956.9)

Name of Case: Willows Residents for Due Process vs. Respondent,
Willows Unified School District

d. Public Employee Performance Evaluation (§ 54957)

Title: City Manager

Report Out: Information was received by the Council and direction was given to staff.

10. ADJOURNMENT - 8:32PM

Amos Hoover, City Clerk



Date: March 12, 2024
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: Amendment – Willows Employee Association (WEA) Memorandum of Understanding (MOU)

Recommendation:

Approve amendment to the WEA’s MOU approving the United Public Employees of California (UPEC) to represent the bargaining unit in labor negotiations and all areas of bargaining.

Rationale for Recommendation:

The WEA recently petitioned the City to join and be represented by UPEC (the same union that represents the City’s career Fire staff).

Background:

Since the WEA’s inception, its members have represented themselves at the bargaining table without formal union or outside representation. Recently, the WEA petitioned (Attachment 1) the City to join the UPEC and receive formal union representation in labor negotiations and all areas of bargaining.

Discussion & Analysis:

In order to change its bargaining representation, the WEA must petition and receive approval from the City Council. The WEA recently submitted the attached signed petition (Attachment 1) by the majority of the WEA requesting that the City Council approve joining the UPEC and receive UPEC representation in all areas of labor and bargaining. Consequently, the attached MOU has been amended to reflect the proposed and recommended representation by the UPEC (Attachment 2). All recommended changes are highlighted in yellow in the MOU. All text not highlighted has not been changed and is the same text the Council approved in 2021 as part of the last round of bargaining.

Fiscal Impact:

There is no fiscal impact by approving the recommended MOU amendment.

Attachments:

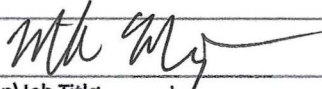
- Attachment 1: Signed Petition by WEA Members
- Attachment 2: Amended WEA MOU (Changes Highlighted in Yellow)

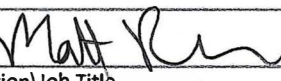
City Of Willows Employee Union

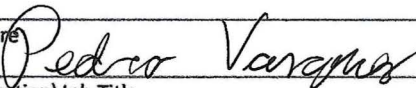
Petition Statement I Agree With

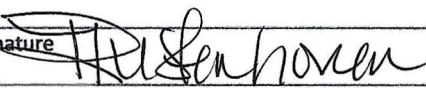
I am employed by the City of Willows. By signing below, I am indicating my support to certify United Public Employees Local 792 as the Recognized Employee Organization for meeting and conferring with the City on all matters within the scope of representation under the Meyers-Milias-Brown Act.


Name	Caitlin Ehorn	Signature		Date	2/28/24
Department	Library	Classification/Job Title	Library Tech		
Mailing Address	140 W. Laurel St. Willows, CA 95988				
Personal Email	Caitlinehorn26@gmail.com				

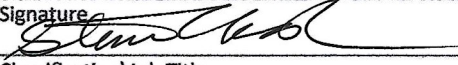
Name	Michael Mings	Signature		Date	2-28-24
Department	Public Work	Classification/Job Title	Maintenance Worker		
Mailing Address	986 Pacific Ave Willows ca 95988				
Personal Email	mike mings 20@gmail.com				

Name	Matthew Randolph	Signature		Date	2-28-24
Department	Public Works	Classification/Job Title	Maintenance Worker		
Mailing Address	424 N. Colusa St. Willows, ca 95988				
Personal Email	nor_cal_eclipse@yahoo.com				

Name	Pedro Vasquez	Signature		Date	2-28-24
Department	Public Works	Classification/Job Title	maintenance Worker		
Mailing Address	1090 Washington St Willows Ca 95988				
Personal Email	Ktmadv@yahoo.com				

Name	TARA RUSTENHOVEN	Signature		Date	2.28.2024
Department	BUILDING	Classification/Job Title	COMM. DEVELOPMENT TECH		
Mailing Address	320 S MARSHALL AVE WILLOWS				
Personal Email	trustenhoven26@gmail.com				

Name	Joshua Reed	Signature		Date	2/28/24
Department	Public works	Classification\Job Title			
Mailing Address	141 county Rd 53 willows CA 95988				
Personal Email	jreedjboy at yahoo.com				

Name	Steve Abold	Signature		Date	2/28/24
Department	Public works	Classification\Job Title			
Mailing Address	424 E Sycamore st willows CA 95988				
Personal Email	Steve.abold@gmail.com (All lower case)				

Name		Signature		Date	
Department		Classification\Job Title			
Mailing Address					
Personal Email					

Name		Signature		Date	
Department		Classification\Job Title			
Mailing Address					
Personal Email					

Name		Signature		Date	
Department		Classification\Job Title			
Mailing Address					
Personal Email					

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WILLOWS AND UNITED
PUBLIC EMPLOYEES OF CALIFORNIA
LIUNA LOCAL 792 (AFL-CIO)
(FORMERLY WILLOWS EMPLOYEE ASSOCIATION)

ON BEHALF OF THE PUBLIC WORKS & PARKS
DEPARTMENT AND LIBRARY EMPLOYEES



Term: July 1, 2021 through June 30, 2024

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STATEMENT OF PURPOSE

This document was created in order to provide orderly procedures for the administration of the Personnel Rules and Regulations and Memorandum of Understanding between the City of Willows and the United Public Employees of California (UPEC). Nothing contained herein shall be deemed to supersede the provisions of State Law, City Ordinances and Resolutions. This document is intended to strengthen the relationship between the City and UPEC through the establishment of uniform and orderly methods of communication.

ARTICLE I - GENERAL PROVISIONS

DEFINITIONS:

The following terms, whenever used in this M.O.U., shall be defined as follows:

Advancement: A salary increase within the limits of a pay range established for a class.

Allocation: The assignment of a single position to its proper class in accordance with the duties performed and the authority and responsibilities exercised.

Applicant: A person who has filed an application for an examination.

Appointment: The offer and acceptance by a person of a position.

UPEC: United Public Employees of California

Candidate: An applicant who is participating in an examination.

Certification: A formal statement by the City Manager that the names on an employment list are accurate.

CETA: Comprehensive Education and Training Act.

City: The City of Willows.

Class: All positions sufficiently similar in duties, authority, and responsibility to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion, and salary.

Compensation: The salary, wage, allowances and all other forms of valuable consideration earned by or paid to any employee in remuneration for services in any position, but does not include any allowances authorized and incurred as incident to employment.

Competitive Examination: An examination, either assembled or disassembled, in which one or more candidates are in competition, either with each other or against a standard established by the Personnel Officer, as a minimum acceptable which candidates must possess in order to competently perform the duties of the position.

Competitive Service: All positions of employment in the service of the City except those specifically excluded by ordinance.

Complaint or Problem: A dissatisfaction or misunderstanding on the part of a City employee which arises from the application and/or interpretation of administrative regulations, working conditions, or personnel conflict.

Demotion: The movement of an employee from one class to another class having a lower maximum rate of pay.

Discharge: Disciplinary termination.

Disciplinary Action: An action taken against an employee for cause and shall include discharge, demotion, reduction in salary, official reprimand, and suspension.

Eligible: A candidate whose name is recorded in an eligibility or reinstatement list.

Employment List: A record of the names of persons who have been found qualified through suitable examination for employment in a specific class or position in the Classified Service.

Employee or Incumbent: A person legally occupying a position in the City service and includes, but is not limited to any of the following:

a) Regular Employee: Shall mean a person employed by the City in a full-time capacity in an authorized position, who has successfully completed the probationary period, is appointed to work for an indefinite period of time, and has been retained according to the provisions of the City of Willows Personnel System Rules and Regulations.

b) Probationary Employee: Shall mean an employee working a test period during which he/she is required to demonstrate his/her fitness to perform the duties of the class of position to which he/she is appointed by actual performance of those duties.

c) Part-Time Employee: Shall mean a person employed in an authorized position and whose normal work schedule is less than the standard hours per day, days per week, or weeks per month, and who has been employed to work for an indefinite period of time. Part-time employees shall remain in a probationary status and shall receive only the sick leave and vacation leave employment benefits (on a proportional basis) extended to regular employees, provided the part-time employee has worked or is scheduled to work at least 1040 hours for a twelve-month period. No service during a part-time appointment shall be credited toward fulfilling any probationary period required by ordinance or the City of Willows' Personnel System Rules and Regulations.

d) Temporary Employee: Shall mean any person appointed to a temporary position or temporarily appointed to a regular or part-time position with the City. Temporary position means an authorized position budgeted or established for a designated period of time or on an hourly, daily, weekly, or seasonal basis. Temporarily appointed persons shall be limited to specific periods of time, less than one year, and successive temporary appointments of the same individual to the same position shall be approved by the City Manager. No employee benefits are extended to temporary employees, and they shall not be subject to or receive the provisions of City Personnel Rules. Further, no service during a temporary appointment shall be credited toward fulfilling any probationary period required by ordinance or the City Personnel Rules.

e) Emergency Employee: Shall mean a person employed by the City for a temporary period of time to meet emergencies and in a position not specifically authorized or funded in the budget.

Examinations:

a) Continuous Examination: An open-competitive examination which is administered periodically and as a result of which names are placed on an employment list for a period of not more than one year.

b) Open-Competitive Examination: An examination for a particular class which is open to all persons meeting the qualifications for the class.

c) Promotional Examination: An examination for a particular class, admission to the examination being limited to permanent and probationary employees in the competitive service who meet the qualifications for the class.

Grievant: A "grievant" shall mean an employee or group of employees or the employee organization filing a grievance.

Grievance: A "grievance" shall mean a statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this agreement or of any existing City rule, policy, or practice, or that an employee has been treated unfairly or inequitably, or that there exists a condition which jeopardizes employee health and safety.

Layoff: The separation of a regular employee from the City service without fault or delinquencies on the employee's part and by reason of lack of work or funds, resulting in the placement of the employee's name on layoff list.

Layoff (Reinstatement) List: An eligible list of names of persons arranged in the order, as provided by these rules, who have had regular employment, who have been separated from the City service, and who are entitled to have their names certified to an appointing authority under the provisions of the City Personnel Rules.

Personnel Ordinance: Ordinance which creates a personnel system for the City.

Probationary Period: A working test period during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position.

Promotion: The movement of an employee from one class to another class having a higher maximum rate of pay.

Promotional Employment List: A list of names of employees who have been found qualified for promotion to a higher position or positions.

Provisional Appointment: An appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible applicants.

Reclassification or Reallocation: The reassignment or change in allocation of an individual position by raising it to a higher, reducing it to a lower, or moving it to another class of the same

level on the basis of significant changes in the kind or difficulty of duties and responsibilities in such position.

Recognized Employee Organization: Any employee organization that has been recognized by the City Council.

Reinstatement: The re-employment without examination of a former permanent or probationary employee who has been laid off.

Rejection: The separation of an employee from employment during his/her probationary period.

Resignation: The separation of an employee from City service which is voluntary and complete on his/her part.

Suspension: The temporary separation of an employee from his/her position with loss of pay for reason or pending disciplinary action, for disciplinary reasons, or for other just cause and for a definite period specified in writing.

Termination: The separation of an employee from the City service. Termination may be by death, discharge, layoff, resignation, retirement, work completion and/or lack of work funds.

Transfer: A change of an employee from one position to another position in the same class or in a comparable class

RECOGNITION

The City recognizes the United Public Employees of California as the bargaining agent for the following positions:

All regular employees in the Parks and Public Works Department and Library, excluding department heads.

Classification Changes 2021

Effective July 1, 2021, the Maintenance Worker I Classification shall be deleted. The Maintenance Worker II Classification shall be renamed "Maintenance Worker".

The Method of Classification Changes and Salary implementation shall be as follows:

Step 1 - Maintenance Worker I classification is deleted

Step 2 – the 3% increase to salary provided for in Article II scheduled for July 1, 2021 shall be applied to all steps of Maintenance Worker II class, class is renamed "Maintenance Worker"

Step 3 – Any employees formerly classified as Maintenance I shall be reclassified as "Maintenance Worker"

Step 4 – Any employee formerly classified as Maintenance Worker I are placed on the Maintenance Worker step that is *closest to but no less than their current salary as a Maintenance Worker I.*

Step 5 – Any employee who is a Maintenance Worker II are reclassified as “Maintenance Worker” and remain at their current step (note that the 3% increase has already been applied in Step 2).

Step 6 – All maintenance workers in FY 2021-22 advance a step on their next regularly scheduled anniversary date as is usual each year and as provided for in Article II – Anniversary Formula.

DISCRIMINATION PROHIBITED

The City will not interfere with or discriminate in any way against any employee by reason of his/her membership in the UPEC or participation in any activity approved by this Agreement, nor will the City discourage membership in the UPEC or encourage membership in any other employee organizations.

The UPEC, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, handicap, marital status, religion, race, color, creed, national origin, or political affiliation.

The parties agree and understand that unlawful discrimination or abusive conduct against and/or harassment of employees and job applicants on the basis of: actual or perceived race, indicia of race and traits historically associated with race, color, national origin, ancestry, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity, gender expression, sexual orientation, age, religion (including religious dress and grooming practices), physical or mental disability, medical condition, marital status, citizenship status, military or veteran status, genetic information, or any other class that is protected by applicable Federal, state or local law is prohibited. The City maintains a zero-tolerance policy that is designed to ensure the work environment is free from such harassment and/or discrimination. City policy further prohibits any and all retaliation against an employee or other person who makes a good-faith report of workplace harassment or discrimination and/or participates in the investigation of such a claim. Violations of the City’s harassment and discrimination prevention policy will result in disciplinary action potentially up to and including termination of employment.

DUES DEDUCTIONS / ORIENTATION / INFORMATION PROVIDED

Dues Deductions

The Union shall have the regular dues and any voluntary deductions of its bargaining unit members deducted from their paychecks pursuant to the dues deduction authorization forms as reported by the UPEC.

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. The Union is responsible for maintaining the deduction forms for individual employees. Copies of an individual employee’s deduction authorization

need not be provided to the City unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amount, and payroll deductions must be directed to the Union and not the City.

The City shall remit the withheld dues amount, along with a listing of the employee names for whom the deductions are made to:

{{{UPEC TO SPECIFY WHERE TO REMIT DUES}}}

The Union shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

New Employee Orientations

The Union will be given 10 days' notice of new employee group orientation meetings and a representative of the Union will be invited to meet with the new employees.

The Union representative(s) will be given up to 30 minutes to meet with the new employees during orientation. Attendance of the new employee at the Union portion of the orientation is mandatory. Management will be excused during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City activities.

The City agrees to release time for one current employee, appointed by the Union, to attend these meetings. The Union will provide the City with the name of the representative on release time at least five (5) days prior to the orientation.

As soon as possible following a new hire, but within no more than 15 days, the City shall provide the Union with the following information regarding the new employee:

Name	Job Title	Department	Work Location
Home Address	Work, Home and Personal Phone Numbers		

The City will also provide the Union this same information, in electronic format, for all bargaining unit members on a quarterly basis. Notwithstanding the foregoing, an employee may opt out via written request to the City (with a copy to the Union) and direct the City to withhold disclosure of the employee's Home Address, Home Phone Number, Personal Email Address, Personal Cellular Phone Number, and Birth Date. Workplace contact information shall not be withheld.

USE OF CITY FACILITIES

The City shall reasonably make available conference rooms and other meeting areas for the purpose of holding UPEC meetings during off-duty time periods. UPEC shall provide timely advance notice of such meetings and agrees to pay any additional costs of damage and cleanup and shall comply with City regulations for assignment and use of such facilities.

ARTICLE II - DIRECT PAY FOR SERVICE--SALARY

SALARY INCREASES

Increases to Base Salary

Effective July 1, 2021 all bargaining unit employees shall receive a 3% increase to base pay.

Effective July 1, 2022 all bargaining unit employees shall receive a 2% increase to base pay.

Effective July 1, 2023 all bargaining unit employees shall receive a 2% increase to base pay.

American Rescue Plan Act

As the parameters for use of these funds becomes clearer the unit reserves the right to reopen on a stipend for all unit members.

ANNIVERSARY FORMULA:

An employee starting work from the first to the fifteenth day of any month will be considered as having been employed on the first of the month. An employee starting work from the sixteenth to the last day of the month will be considered as having been employed on the first day of the following month. This formula is to be used for the purpose of determining effective dates for sick leave and vacation only.

Anniversary date for all salary and wage adjustments will be the date of the employee's last range adjustment.

APPLICATION OF RATES:

Employees occupying a position in the competitive service shall be paid a salary or wage established for that position's class . The minimum rate, if provided for the class, generally, shall apply to employees upon original appointment; however, the City Manager may, when circumstances warrant it, authorize original appointment or reinstatement at other than the minimum rate.

ADVANCEMENT:

In order to compensate an employee properly, advancements in salary shall be based upon recognized improvement, efficiency, and effective service. Advancements shall not be automatic, but shall depend upon increased service value of the employee to the City as determined by attainment of individual goals established from time to time between each individual employee and his department head.

All employees are expected to work closely with their department head in establishing individual work programs and goals and, together, realize mutually established goals and objectives for individual improvement.

Realization of these goals shall be the prime consideration for wage and salary adjustments and shall be made only upon recommendation of the department head and with approval of the City Manager. The following are additional areas that exemplify increased service values:

- a) Length of service
- b) Performance record
- c) Additional training - efforts at self-improvement
- d) Attitude toward job
- e) Personal conduct
- f) Conscientious attendance
- g) Safety alertness
- h) Continual improvement as recognized through work objective attainment.
- i) Efficient and effective service
- j) Other factors of individual achievement as appropriate to the particular position.

The following criteria shall guide in the movement of individual employees from step to step within the Five (5) Step Plan:

- a) Step A - shall be the minimum hiring rate.
- b) Step B - employees shall be eligible for advancement to Step B upon completion of six (6) months of employment and upon recommendation by the department head that growth of performance is satisfactory and upon approval of the City Manager.
- c) Step C - employees shall be eligible for advancement to Step C upon completion of one year at Step B and upon recommendation by the department head that growth of performance is satisfactory and upon approval of the City Manager.
- d) Step D - employees shall be eligible for advancement to Step D upon completion of one year at Step C and upon recommendation by the department head that growth of performance is satisfactory and upon approval of the City Manager.
- e) Step E - employees shall be eligible for advancement to Step E upon having serve a minimum of one year at Step D and upon recommendation by the department head that growth of performance is satisfactory and upon approval of the City Manager

The Step Plan applicable to members covered by this Agreement is located in Appendix III.

The City Manager may increase the salaries of employees on the basis of merit with the range set forth on the compensation plan; however, the City Manager may not advance an employee in this classification without first utilizing a written evaluation prepared by the employee's supervisor.

A favorable performance evaluation shall be a prerequisite for consideration of the merit increase.

SALARY AND WAGE ADJUSTMENTS - PART-TIME EMPLOYEES:

All conditions and requirements for adjustment for regular employees outlined in this rule shall also apply to part-time employees.

SALARY FOLLOWING PROMOTION:

When an employee in the City service is promoted to a position allocated to a class with a higher salary, a new anniversary date shall be established for the purpose of eligibility for consideration for future wage adjustments pursuant to Section 6.

SPECIAL SALARY DECREASE:

The salary of any employee may be decreased at any time to a lower salary within the salary range by the City Manager on the basis that the quantity, quality, or manner of performance of services do not justify the salary being received. The employee shall retain his/her previous anniversary date.

SALARY FOLLOWING DEMOTION:

In the case of demotion of any employee in the City service to a class with a lower maximum salary such as recommended by the department manager and approved by the City Manager, the employee shall retain his previous anniversary date.

REVISION OF SALARY RANGES:

When a salary range for a given class is revised upward or downward, the incumbents of positions and classes affected shall have their existing salary adjusted to the new salary range, and their anniversary date shall not be changed.

OVERTIME COMPENSATION AND COMPUTATION:

Compensation to employees working overtime will be paid at the rate of one and one-half times the employee's regular rate of pay. Overtime is paid on all hours worked in excess of 40 hours actually worked within one workweek.

COMPENSATORY TIME OFF AS OVERTIME COMPENSATION

A member of the **UPEC** may accumulate CTO time in lieu of direct payment of overtime to a maximum of 80 hours. Any accumulation above 80 hours shall be paid as overtime wages.

The **UPEC** member may use the accumulated CTO hours as time off from work with the approval of the Department Director. CTO hours may also be cashed-out as monetary compensation in 20-hour increments by notifying the Department Director and the Finance Clerk in writing. Payment for CTO time shall be paid to the employee on days that correspond to regular payment days (the 15th and the last day of the month). The notification to the Finance Clerk must be received a minimum of three (3) business days prior to the scheduled pay date. In no instance may an employee cash out less than 20 hours of CTO time. (Res. 32-2000, 10-24-00)

CALL BACK PAY (PARKS & PUBLIC WORKS)

Any employee called back to work after he/she has completed their normal work day, during his/her normal day off, holidays, or weekend shall receive a minimum of one (1) hour call back time at the 1-1/2 time hourly rate.

EDUCATION INCENTIVE – PARKS AND PUBLIC WORKS

A. The City shall reimburse any employee up to a maximum of \$75 per year for tuition and/or books, materials, etc., when attending job related classes. Such reimbursement shall be approved by the department head and the City Manager. Employees shall provide evidence of completion of the course with a grade of C or better, or a passing grade if class is pass or fail.

B. The City will provide an educational incentive of \$30 per month for the attainment of an Associates of Arts/Science degree and an additional \$30 per month for the attainment of a Bachelor of Art/Science degree. (1997/98 MOU - Res. 29-98, 9-8-98)

C. The following certifications are added to the list of educational enhancements that will receive a monthly stipend:

Certification	Monthly Amount	Positions Available
Wastewater I	\$30	3
Wastewater II	\$30	3
Water I	\$30	2
Water II	\$30	2
Pesticide Applicator	\$25	2
Pool Operator	\$10	2

The maximum total education stipend that may be received is \$60 per employee, including previously established education stipends. Stipends shall not be paid to employees who obtain certification in a classification where the maximum number of positions available have already been filled. The City Manager, at his/her discretion, may appoint the Director and/or Supervisor of the Parks and Public Works Department to fill one or more of the certificated positions. It is further understood that an employee may fill more than one of the certificated positions at a time. (Res. 32-200, 10,24-00).

PAY PERIODS

The City has adopted a bi-weekly pay period schedule for all employees. There will be no payment of salaries to employees except on regular paydays. Employees leaving the municipal service shall be paid within seventy-two (72) hours of the date of termination and upon clearance of the department concerned by said employee has returned all City-owned tools and equipment.

WORK PERIOD

The work period for all employees shall be eight (8) hours per day forty (40) hours per week. The department head shall have the authority, with the concurrence and at the sole discretion of the City Manager, to approve alternative work schedules including 4-10's, 9-80's or other flexible schedules in addition to or as an alternative to the regular daily work schedule.

WORKWEEK

Commences 12:01 a.m. Monday to 12:00 midnight the following Sunday.

ARTICLE III - INDIRECT PAY AND ALLOWANCE (BENEFITS)

RETIREMENT

The City is a contract member of the Public Employees Retirement System, and it is understood and agreed that such membership will be maintained at the employee eligibility, classification, contribution, and benefits as are prescribed in the contract between the City and the Public Employees Retirement System. The City shall pay the employee's normal share of the contribution to the Public Employees Retirement System (PERS), not to exceed seven percent (7%). Such contributions shall be paid into the employees' accounts.

RETIREMENT PLAN

A. The City shall allow Military Service Credit as Public Service for local miscellaneous members and local safety members (Section 21024 PERS Contract). (Res. 11-98, 5-12-98)

B. The City currently contracts with PERS to provide a 2 percent at age 55 retirement plan (Res. 5-96, 1-23-96)

To become effective December 31, 2004, City shall adopt an agreement to contract with the Public Employees' Retirement System (PERS) to provide 3 percent at age 60 benefits to full-time, benefited employees represented by the UPEC. (Res. 4-02, 3-12-02)

In the event the State of California adopts a budget or passes legislation which has a negative fiscal impact on the City's General Fund revenues of \$100,000 or more, the 3 percent at 60 benefit shall be null and void, and the City and UPEC will meet in order to renegotiate a new contractual agreement.

LIFE INSURANCE:

All employees of this unit shall have \$10,000 life insurance paid by the City. (Res. 33-85, 12/20/85)

SECTION 125 PLAN:

The City provides an "Optional Benefit Plan" within the context of Section 125 of the Internal Revenue Code for the following:

A. Insurance premium coverage. (Res. 34-98, 9-22-98)

B. Unreimbursed medical and dependent day care reimbursement.

(Res. 32-2000, 10-24-00)

HEALTH INSURANCE:

Effective October 1, 1999, the City contracted with the Public Employees Retirement System (PERS) for the purpose of providing health insurance coverage for employees of the Public Safety Association. Therefore, PERS will be the City's recognized health plan. Under the service option selected, the City will participate as follows:

A. The City will contribute a maximum of \$16 per month for the enrollment of an employee and the employee's family members in a PERS health benefit plan.

B. The City will contribute a maximum of \$1 per month for each retiree and the retiree's family members in a PERS health benefits plan. The monthly contribution for retirees shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal.

The City provides a cafeteria benefit plan conditioned as follows:

A. All employees shall obtain and maintain health insurance coverage while employed by the City. In the event an employee selects not to obtain health insurance coverage through the City's CalPERS plan, said employee shall provide to the City proof of health insurance coverage prior to July 1st of each year. In the event an employee fails to obtain or maintain the required health insurance coverage, the City will have no obligation to make a contribution to the employee's cafeteria plan. An employee who fails to obtain or maintain health insurance coverage shall reimburse the City, through payroll deductions, for non-health related contributions made by the City during period in which the employee did not maintain health insurance coverage.

B. The City will contribute \$497 per month to each employee's cafeteria plan.

C. The City designates \$16 of the City's cafeteria plan contribution as the employee's employer paid contribution for health coverage.

D. In addition to medical coverage, the cafeteria plan will contain the following optional benefit programs:

1. Dental
2. Vision
3. AFLAC optional benefits
4. Deferred Compensation through a City recognized plan.

Res. 19-99, 8-24-99.

E. The City hereby approves an amendment to the City's cafeteria plan benefit level from \$497 to \$534.25 per month for employees participating in the City's health insurance program; enrolled in coverage for the employee plus two (2) or more dependents; and utilizing the entire \$534.25 solely for health insurance coverage. (Res. 7-02, 3-26-02)

LONGEVITY (PARKS & PUBLIC WORKS):

After ten (10) years of service, all full-time employees of this unit shall receive \$25.00 per month longevity pay, and after twenty (20) years of service all full-time employees of this unit shall receive a total of \$50.00 per month. (Res. 33-85, 12/20/85) and (Res. 6-93, 2-15-93)

LONGEVITY (LIBRARY):

Library employees shall receive longevity pay of \$25.00 per month after 10 years employment and \$50.00 per month after 15 years employment.

UNIFORM ALLOWANCE (PARKS & PUBLIC WORKS)

The employees in this unit who are currently furnished with shirts and pants, the City shall also furnish a jacket of similar color (Caltrans) for the winter months.

Employees of the Public Works Department shall be entitled to one safety jacket per year (kind to be determined by Director of Public Works). (9/25/90)

Three pairs of coveralls will be made available for use when necessary. (10/7/86)

PRESCRIPTION GLASSES REPLACEMENT (PARKS & PUBLIC WORKS)

If an employee damages his/her prescription glasses while in the course of employment and is not eligible for health insurance replacement, the department head will review the incident and determine whether the City should reimburse the employee for the loss. (8-22-89, Res. 18-89)

ARTICLE IV – ATTENDANCE AND LEAVES

ATTENDANCE:

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the City Manager in the form and on the dates he shall specify. Unauthorized absences of more than three consecutive working days shall be cause for automatic termination of employment. Such termination shall be final and without right of appeal or hearing. Said employee, however, may be reinstated, upon return, having furnished the City Manager with satisfactory reasons for not having obtained prior permission.

HOLIDAYS

Holiday Schedule

The following Holidays shall be observed:

- | | |
|----------------------------------|--------------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King's Birthday | 3 rd Monday in January |
| 3. Presidents' Day | 3 rd Monday in February |
| 4. Cesar Chavez Birthday | March 31 |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | First Monday in September |
| 7. Veterans' Day | November 11 |
| 8. Thanksgiving Day | 4 th Thursday in November |
| 9. Day After Thanksgiving | 4 th Friday in November |
| 10. Day before Christmas | December 24 |
| 11. Christmas Day | December 25 |
| 12. Floating Holiday | As Designated |
| 13. Floating Holiday | As Designated |

The holidays listed above are recognized as municipal holidays for pay purposes, and regular employees shall have these days off, with pay, except as otherwise provided. In the event that any of the holidays fall on a Sunday, the following Monday shall be considered a holiday for pay purposes. In the event that any of the holidays fall on a Saturday, the preceding Friday shall be considered a holiday for pay purposes.

Every regular and every probationary employee in the competitive service, except members of the Fire Department and Police Department, who are normally required to be on duty shall be off unless the employee's services are needed and required in the interests of the public health, safety or general welfare, in which the latter event, any such employee shall be entitled to compensatory time off (at such time as at the discretion of the department head, his/her services are not needed and required).

*Veterans Day shall be celebrated on the nearest Monday or Friday (1987/88)

Good Friday: Unless the department head feels the employee's services are required, the employee shall be off from 12 noon until 3 p.m.

VACATION LEAVE

Annual Vacation Leave: The purpose of annual vacation leave is to enable each eligible employee, annually, to return to his/her work mentally refreshed.

Eligibility: All employees in the competitive service shall be entitled to annual vacation leave, with pay, except the following:

Employees who have served less than six (6) months in the service of the City. However, vacation credits for the time shall be granted to each such employee who later receives a permanent appointment.

Vacation Leave Accrual: Each month there shall be credited to each employee the vacation hours accumulated pursuant to Appendix II. Eligible employees who work less than full time, but a minimum of 1,040 hours per year, shall be credited vacation on a prorated basis.

The City will provide the opportunity for employees to convert to cash one (1) week of vacation each year subject to the following limitations:

A. Employees wishing to convert vacation to cash must have utilized a minimum of two weeks of vacation/CTO during the fiscal year in which they are requesting conversion.

B. After conversion, the employee's accumulated vacation balance must be a minimum of two (2) weeks.

C. Conversion of vacation will occur during the first pay period in December of each year.

(1997/98 MOU - Res. 29-98, 9-8-98)

Time Vacation May Be Taken: The times during a calendar year at which an employee may take his/her vacation shall be determined by the department head with due regard for the needs of the

service. Members of the Police and Fire Departments will be able to carry over the amount of vacation time earned in any one year for a period not to exceed one additional year.

Holidays Falling During Vacation: In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Vacation At Termination: Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned to the effective date of termination.

SICK LEAVE

Eligibility: Sick leave, with pay, shall be granted to all probationary and permanent employees within the competitive service, except those who work less than 1,040 hours per year. Sick leave shall not be considered as a right which an employee may use at his/her discretion but shall be allowed only in case of necessity and actual personal sickness or disability.

Notification of Use of Sick Leave: In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the City Manager prior to or within four (4) hours after the time set for beginning his/her daily duties or as may be specified by the head of his/her department. When absence is for more than one workday, the employee may be required to file a physician's certificate or a personal affidavit with the City Manager stating the cause of the absence.

Accrual: Sick leave, with pay, shall be granted to employees as scheduled in Appendix I.

Disability and Use of Sick Leave: An employee receiving temporary disability payments under the Workmen's Compensation Laws may use accumulated sick leave in order to continue to maintain his/her regular income.

Forfeiture Upon Termination: Upon termination, no compensation, either in time off or pay, shall be granted for accumulated sick leave.

Sick Leave Policy - Retirement (Res. 21-94, 12-13-94)

At the time of retirement unused sick leave is to be credited toward retirement per Resolution 21-94 dated 12-13-94, as determined by PERS.

OTHER AUTHORIZED LEAVES OF ABSENCE

Death In Immediate Family

Not more than five (5) days sick leave each calendar year may be taken in case an employee's presence is required elsewhere because of sickness, disability, or death of members of his/her immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, or other individuals whose relationship to the employee is that of a dependent or near dependent. In each such case, the City Manager shall grant such sick leave only when, in his/her opinion, the relationship of the sick or disabled person to the employee warrants such use of sick leave.

Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

Leave of Absence Without Pay:

The City Manager, upon positive recommendation of the Department Head, may grant a permanent or probationary employee a leave of absence without pay not to exceed three (3) months, when, in the City Manager's opinion, such leave is warranted and benefits the City. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. Approval, if granted, will be in writing.

Such leaves may be granted to permit the employee to engage in activities that will increase his/her value to the City upon return or because of sickness, injury, or personal hardship. To qualify for leave of absence without pay, the employee must first utilize all accrued vacation, compensatory time, and, in cases that are medically based, sick leave. During the leave without pay period, the employee will not continue to accrue vacation, sick leave, cafeteria, or other benefits. While an employee is on an approved leave of absence without pay, the City will continue to allow the employee, at the employees' expense, to participate in the City's group health insurance program. An employee's seniority will be tolled while in a leave of absence without pay status.

Upon return to duty after expiration of an approved leave of absence, the employee shall be reinstated in the position held at the time the leave of absence without pay was granted. Failure on the part of an employee to promptly return to duty upon expiration of a leave of absence may be cause for discipline up to and including discharge. (Res. 32-2000, 10-24-00)

Jury Leave:

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between his/her full salary and any payment received by the employee, except travel pay, for such duty.

Injury Leave:

Injury leave shall be granted to protect an employee against loss of salary when he/she has sustained an injury arising out of, or in the course of, the performance of his/her job. The City provides State Worker's Compensation Insurance for all employees covering those injuries that qualify under the Worker's Compensation Laws.

Injury leave compensation is no greater than the difference between the employee's regular salary at time of injury and the compensation provided by the State Worker's Compensation Plan in effect, and all payments from State Worker's Compensation to employees must be surrendered to the City Treasurer. Sick leave and vacation credits shall accrue during any period of qualifying injury leave. Sick leave, vacation, or compensatory time balances shall not be used for on-the-job or Worker's Compensation qualifying injuries unless the employee is unable to return to work after expiration of the appropriate

injury leave. The use of these accumulated leave credits for this purpose is then solely at the discretion of the employee.

A job connected accident involving injury shall be reported by the employee to his/her supervisor within twenty-four (24) hours of such injury.

FAMILY CARE AND MEDICAL LEAVE POLICY

A Family Care and Medical Leave Policy is attached as Appendices VII.

ARTICLE V - SPECIAL PROVISIONS

RESIDENCY REQUIREMENT

Regular employees of the Public Works Department shall reside within 45 minutes of ordinary drive time from City Hall.

REST PERIODS

During each normal working day, the employees are entitled to two 15 minute rest periods -- one in the a.m. and one in the p.m. However, both parties to this agreement recognize that under certain circumstances the rest periods would not be practical and, therefore, would not be allowed. (10/7/86)

LAYOFF

Discharge; Lack of Work or Funds: An employee may be terminated by the City Manager because of change in duties or organization, abolition of position, shortage of work or funds, or completion of work for which employment was made. If the work force is reduced in a department for any of these reasons, termination shall first be by the type of employment status in the following order:

- a) Emergency
- b) Temporary
- c) Part-time
- d) Probationary
- e) Regular

Once this sequence is observed, retention of employees shall then be based solely on the earliest date of continuous City employment.

In cases involving regular or part-time appointments only, notice of termination will be given to the employee at least two (2) weeks prior to the effective date of termination.

In case of layoff of employees because of lack of work or funds, regular employees who have been laid off shall be notified, in writing, by the department manager, with the approval of the City Manager, at least ten (10) working days prior to date of layoff, and the notices shall contain the reasons thereof. There shall be no right of appeal in such cases. Regular employees shall have their names placed on the appropriate layoff (reinstatement) list and shall have precedence for employment over persons whose names appear on eligible lists for the same class of positions.

Reinstatement: Regular employees who have been laid off shall be entitled to reinstatement to positions in the same class where such positions are to be refilled during the period of their eligibility on the layoff list. Any employee so reinstated shall retain all benefits accrued in prior service with the City. During such layoff, no benefits will accrue, and his/her anniversary date shall be adjusted if such layoff time exceeds sixty (60) consecutive calendar days.

ARTICLE VI - GRIEVANCE PROCEDURES

PURPOSE OF RULE

- A. To promote improved employer-employee relations by establishing grievance procedures.
- B. To afford employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
- C. To provide that grievances shall be settled as near as possible to the point of origin.
- D. To provide that appeals shall be conducted as informally as possible.

MATTERS SUBJECT TO GRIEVANCE PROCEDURE:

Any employee in the competitive service shall have the right to appeal, under this rule, a decision affecting his/her employment over which the City Manager has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited.

INFORMAL GRIEVANCE PROCEDURE:

An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal appeal, in writing, within seven (7) calendar days after receiving the informal decision of his/her immediate superior. An informal appeal shall not be taken above the City Manager.

FORMAL GRIEVANCE PROCEDURE:

A. **First Level of Review:** The appeal shall be presented, in writing to the employee's immediate supervisor, who shall render a decision and comments, in writing, and return them to the employee within seven (7) calendar days after receiving the appeal. If the employee does not agree with his/her supervisor's decision or if no answer has been received within seven (7) calendar days, the employee may present the appeal, in writing to his/her supervisor's immediate superior. Failure of the employee to take further action within seven (7) calendar days after receipt of the written decision of his supervisor, or within a total of fifteen (15) calendar days if no decision is rendered, will constitute a dropping of the appeal.

B. **Further Level or Levels of Review As Appropriate:** The supervisor receiving the appeal shall review it, render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee does not agree with the decision, or if no answer has been received within ten (10) calendar days, the employee may present the appeal, in writing, to the department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of fifteen (15) calendar days if no decision is rendered, will constitute a dropping of the appeal.

C. **Department Review:** The department head receiving the appeal, or his/her designated representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render his/her decision and comments, in writing, and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal, in writing, to the City Manager. Failure of the employee to take further action within ten (10) calendar days if no decision is rendered will constitute a dropping of the appeal.

D. **City Manager:** The City Manager receiving the appeal, or his/her designated representative, should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee, officer not in the normal line of supervision, or City Council to advise him concerning the appeal. The City Manager shall render a decision, in writing, to the employee within twenty (20) calendar days after receiving the appeal.

CONDUCT OF GRIEVANCE PROCEDURE:

A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

B. The employee may request the assistance of another person of his/her own choosing in preparing and presenting an appeal at any level of review.

C. The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.

D. Employees shall be assured freedom from reprisal for using the grievance procedures.

RULES OF APPEAL TO THE CITY COUNCIL

Right of Appeal: Any employee in the competitive service shall have the right to appeal to the City Council any disciplinary action, interpretation or alleged violation of the Personnel Ordinance, or these rules after the grievance procedure has been completed, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or these rules.

Method of Appeal: Appeals shall be in writing, subscribed by the appellant, and filed with the City Manager who shall, within seven (7) days after receipt of the appeal, inform each member of the City Council and such other persons or officers named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the City Council, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant with his/her reasons therefor. The formality of a legal pleading is not required.

Notice: Upon the filing of an appeal, the City Manager shall set a date for a hearing on the appeal not less than seven (7) days nor more than thirty (30) days from the date of filing. The City Manager shall notify all interested parties of the date, time, and place of the hearing at such places as the City Council shall prescribe.

Investigation: Upon the filing of an appeal, the City Council may make such independent investigation of the matter as it may deem necessary. The result of such investigation shall be made a part of the record of the proceedings, and the appellant shall have the right to have a reasonable time within which to answer or to present evidence in opposition to the findings of this independent investigation.

Hearings: The appellant shall appear personally, unless physically unable to do so, before the City Council at the time and place of the hearings. The appellant may be represented by any person or attorney as he/she may select and may, at the hearing, produce on his/her behalf relevant oral or documentary evidence. Appellant shall state his/her case first, and at the conclusion opposition matter may then be presented. Rebuttal matter not repetitive may be allowed at the discretion of the City Council. Cross examination of witnesses shall be under the control of the City Council by the Mayor with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be open unless the appellant, in writing, requests a closed hearing.

The City Council shall have the right of subpoena, the power to examine witnesses under oath, the power to compel the attendance of witnesses, and the power to require the production of evidence by subpoena. Subpoenas shall be issued in the name of the City and attested by the City Clerk.

Each member of the City Council shall have the power to administer oaths to witnesses.

Findings and Recommendations: The City Council shall, within seven (7) days after the conclusion of the hearing, certify its findings and decision, in writing, to the appellant and to the person, officer of body from whose action the appeal was taken. The action taken shall be final. Any member of the City Council may submit a minority or supplemental finding and recommendation. In case of suspension, discharge, or demotion, the City Council shall reinstate any employee to his/her former status if proof is made that the action was for political, religious, or racial reasons.

ARTICLE VII - DISCIPLINARY ACTION AND PROCESS

CAUSE FOR DISCIPLINARY ACTION:

Disciplinary measures may be taken for any good and sufficient cause. The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the employee may be considered pertinent.

AUTHORITY WHO MAY TAKE DISCIPLINARY ACTION:

The City Manager may take disciplinary action for cause against an employee under his/her control.

TYPES OF DISCIPLINARY ACTION:

Disciplinary action shall include discharge, demotion, suspension, reprimand, and reduction in salary.

A. DISCHARGE: An employee in the competitive service may be discharged at any time by the City Manager. Any regular employee who has been discharged shall be entitled to receive a written statement of the reasons for such actions and to a hearing if the employee so requests, as provided in the Personnel Ordinance and these rules.

B. DEMOTION:

The City Manager may demote an employee whose ability to perform his/her required duties falls below standard or for disciplinary reasons. Upon request of the employee and with the consent of the City Manager, demotion may be made to a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

C. SUSPENSION:

The City Manager may suspend an employee from his/her position at any time for a disciplinary purpose. Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year. Department heads may suspend a subordinate employee for not more than three (3) working days at any one time and not more than once in a thirty (30) calendar day period.

D. OFFICIAL REPRIMAND:

An official reprimand shall be recorded and placed in the employee's personnel file for a period not to exceed three (3) years. An employee shall be able to attach his/her comments to the official reprimand. Said employee shall have up to ten (10) working days to do so after all other actions concerning the reprimand have been done.

E. REDUCTION IN SALARY:

Reduction in pay shall become effective at the beginning of the next payroll period following the effective date of the disciplinary action. The provisions of this section shall not apply to reductions in pay which are a part of a general plan to reduce salaries and wages or to eliminate positions.

NOTICE OF DISCIPLINARY ACTION:

Notice of disciplinary action and procedures are outlined in Article VIII. In cases when an emergency situation exists, notice shall be served within three (3) working days of the action taken. If any suspension is imposed, it shall be with pay until the hearing is set, as indicated in the Disciplinary Procedure.

REINSTATEMENT:

The City Manager may reinstate any suspended employee for good cause and may, upon such reinstatement, compensate, in whole or part, such employee for the time lost.

DISCIPLINARY PROCESS – SUSPENSIONS OF MORE THAN 3 DAYS

The following disciplinary process shall be utilized when suspension (in excess of three [3] days), demotion, reduction in salary, or discharge are contemplated for a regular employee. It shall not be applicable to those positions which may be deemed exempt by the City Council as enumerated by Chapter 12, Section 12-3 of the City Ordinance of the City of Willows, or to probationary or temporary employees.

A. Written Notice: An employee must receive advance written notice of the proposed action and the reasons therefor with a copy of the charges upon which it is based. The notice is to be prepared by the appropriate reviewing supervisor.

B. Employee Allowed Reasonable Time to Respond: An employee will be allowed ten (10) days to respond, in written form, to the charges. An employee may request an extension of time, and the request shall be granted if, in the opinion of the reviewing supervisor, the time of extension is appropriate because of the complexity of the issue. Failure to respond within the allotted time specified may result in the employee's waiver of his/her procedural rights.

C. Reviewing Supervisor to Make Recommendations to the City Manager: After reviewing the responses submitted by the employee, the reviewing supervisor shall make a recommendation as to the type of disciplinary action. If the recommendation is suspension (in excess of three [3] days), demotion, reduction in salary, or discharge, written notice shall be given to the City Manager and the employee together with all pertinent data relating to the case.

D. City Manager Review: The City Manager shall review the case by any means that he/she deems pertinent. This may include oral testimony from the employees, reviewing supervisor, and witnesses. The City Manager may seek further investigation on the issue. At the conclusion, the City Manager shall make the determination as to the disposition of the case. The employee shall be so notified, in writing, and the notice shall also state the person shall have the right, within ten (10) days after the receipt of the notice, to request an appeals hearing. If within the ten (10) day period the employee involved does not file said appeal, the action of the City Manager shall be considered conclusive.

E. Appeal Process to City Council

Right of Appeal: Any employee in the competitive service shall have the right to appeal to the City Council any disciplinary action, interpretation or alleged violation of the Personnel Ordinance or these rules after the grievance procedure has been completed, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or these rules.

Method of Appeal: Appeals shall be in writing, subscribed by the appellant, and filed with the City Manager, who shall, within seven (7) days after receipt of the appeal, inform each member of the City Council, and such other persons or officers named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the City Council, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with his/her reasons therefor. The formality of a legal pleading is not required.

Notice: Upon the filing of an appeal, the City Manager shall set a date for a hearing on the appeal not less than seven (7) days, nor more than thirty (30) days from the date of filing. The City Manager shall

notify all interested parties of the date, time and place of the hearing at such places as the City Council shall prescribe.

Investigate: Upon the filing of an appeal, the City Council may make such independent investigation of the matter as it may deem necessary, The result of such investigation shall be made a part of the record of the proceedings, and the appellant shall have the right to have a reasonable time within which to answer or to present evidence in opposition to the findings of this independent investigation.

Hearings: The appellant shall appear personally, unless physically unable to do so, before the City Council at the time and place of the hearings. The employee may be represented by any person or attorney as he may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Appellant shall state his/her case first and, at the conclusion, opposition matter may then be presented. Rebuttal matter not repetitive may be allowed at the discretion of the City Council. Cross examination of witnesses shall be under the control of the City Council by the Mayor with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be open unless the appellant, in writing, requests a closed hearing.

The City Council shall have the right of subpoena; the power to examine witnesses under oath, the power to compel the attendance of witnesses and the power to require the production of evidence by subpoena. Subpoenas shall be issued in the name of the City and attested by the City Clerk.

Each member of the City Council shall have the power to administer oaths to witnesses.

Findings and Recommendations: The City Council shall within seven (7) days after the conclusion of the hearing, certify its findings and decision in writing to the appellant and to the person, officer or body from whose action the appeal was taken. The action taken shall be final. Any member of the City Council may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the City Council shall reinstate any employee to his/her former status if proof is made that the action was for political, religious, or racial reasons.

ARTICLE VIII - RESOLUTION, FULL UNDERSTANDING, NON-NULLIFICATION, AND DURATION

Resolution: It is understood that this Memorandum or any part thereof is not binding upon the City until and unless the same or provision of same be adopted by ordinances or resolution of the City Council. This Memorandum of Understanding resolves in full, for its duration, all issues between the parties concerning wages, hours, and other terms and conditions of employment.

Full Understanding and Modifications: The parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein during the term of this Memorandum of

Understanding. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any other subject matter within the scope of meeting and conferring and this Memorandum of Understanding upon mutual agreement of the parties.

Existing benefits or beneficial practices which are normally subject to meet and confer shall not be modified without mutual agreement.

Non-Nullification Clause: If any provision of this agreement should be held invalid or restrained by operation of law or by any court or competent jurisdiction, the remainder of this agreement shall not be affected thereby, and the parties shall meet and confer in good faith for the sole purpose of arriving at a mutually satisfactory solution.

Appendices

- I. Sick Leave
- II. Vacation
- III. Salary Schedule
- IV. Standard Work Periods

- V. Chlorine Procedure
- VI. Family Care & Medical Leave Policy

Appendix I- Sick Leave

For the purpose of computing annual sick leave, a working day shall be considered 1/5 of the number of working or duty hours in the established workweek. Sick leave shall be earned at the rate of one (1) workday for each calendar month of service. Unused sick leave shall have an unlimited accumulation as per the aforementioned formula. (Resolution 25-89, 11-28-89)

Employee Classification	Sick Leave Working Hours Credited per month & year	Deduction for Time Taken
1. Fire Department (56-Hour workweek)	134.40 hours/year 11.20 hours/month	24 hours
2. Employees working full-time—4 days a week (40-hour workweek)	96.00 hours/year 10.00 hours/month	10 hours
3. Regular Employees (40-hour workweek)	96.00 hours/year 8.00 hours/month	8 hours
4. Regular Employees (37.5-hour workweek)	90.00 hours/year 7.50 hours/month	7.5 hours

Appendix II- Vacation

For the purpose of computing annual vacation leave, a working day shall be considered at 1/5th of the number of working or duty hours in the established workweek. Vacation leave is to be computed at .834 working days per month. After the fourth year of consecutive service, vacation time is to be computed at 1.25 working days per month, or after the ninth year of consecutive service, vacation time is to be computed at 1.67 working day per month.

VACATION WORKING HOURS CREDITED PER YEAR BASED UPON YEARS OF SERVICE AND EMPLOYEE CATEGORY				
Years of Service	Fire Dept. Employees (56-HR Workweek)	Employees Working Full-time 4-Days (40-HR Workweek)	Employees Working 5-Days (40-HR Workweek)	Employees Working 5-Days (37.5-HR Workweek)
Less than 5 years (2 weeks)	112 hours/year 9.33 hours/month	80 hours/year 6.67 hours/month	80 hours/year 6.67 hours/month	75 hours/year 6.25 hours/month
Five years or More (3 weeks)	168 hours/year 14 hours/month	120 hours/year 10 hours/month	120 hours/year 10 hours/month	112.5 hours/year 9.38 hours/month
10 years of More (4 weeks)	224 hours/year 18.66 hours/month	160 hours/year 13.33 hours/month	160 hours/year 13.33 hours/month	150 hours/year 12.50 hours/month
Deduction for Time Taken	24 hours	10 hours	8 hours	7.5 hours

APPENDIX III- SALARY SCHEDULE

Position	Step A	Step B	Step C	Step D	Step E
PKS/PUB WKS SUPERVISOR	2848	2991	3140	3297	3462
PKS/PUB WKS MECHANIC	2307	2423	2543	2671	2804
PKS/PUB WKS MAINT WORKER	2059	2162	2270	2383	2502
PKS/PUB WKS MAINT WORKER II	2307	2423	2543	2671	2804
LIBRARY TECHNICIAN					
LIBRARY TECHNICIAN	1778	1866	1960	2058	2160

APPENDIX IV- STANDARD WORK PERIODS

Department	Hours Per Day	Hours Per Week
Public Works Department	8	40
Parks Department	8	40
Library	8	40

APPENDIX V- CHLORINE HANDLING PROCEDURE

1. Chlorine shall be fed at all times unless otherwise directed by the Public Works Director.
2. All safety procedures shall be adhered to at all times. NO EXCEPTIONS.
3. In the event that a chlorine cylinder needs to be changed during the weekend duty, the on-call person should call for assistance.

APPENDIX VI- FAMILY CARE AND MEDICAL LEAVE POLICY

City of Willows

I. STATEMENT OF POLICY

To the extent not already provided for under current leave policies and provisions, the City of Willows will provide family and medical care leave for eligible employees. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this article, "leave" under this article shall mean leave pursuant to the FMLA and CFRA.

II. DEFINITIONS

- a.) "12-month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- b.) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibilities for care and includes, a biological, adopted, foster or stepchild.
- c.) "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parent-in-law.
- d.) "Spouse" means a husband or wife as defined or recognized under California State Law for purposes of marriage.
- e.) "serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves:
 1. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e. inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or
 2. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - a. A period of incapacity (i.e. inability to work or perform other regular daily activities due to serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician's assistance under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the

counter, and can be initiated without a visit to a health care provider, it does not constitute a regiment of continuing treatment.

- b. Any period of incapacity due to pregnancy for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
 - c. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition is one which:
 - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episode rather than a continuing period of incapacity (e.g., asthma diabetes, epilepsy, etc.) Absences for such incapacity qualify for leave even if the absence lasts only one day.
 - d. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
 - e. Any period of absence to receive multiple treatments (including any period or recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- f.) "Health Care Provider" means:
- 1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
 - 2. Individuals duly licensed as a physician, surgeon, or osteopathic physician in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
 - 3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-Ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State Law;
 - 4. Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State Law and who are performing within the scope of their Practice as defined under California State Law;
 - 5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
 - 6. Any health care provider from who an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

III. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- a. The birth of a child or to care for a newborn of an employee;

- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or a spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

IV. EMPLOYEES ELIGIBLE FOR LEAVE

Leave is only permitted for the following reasons:

- a. Has been employed for at least 12 months; and
- b. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

V. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

a. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care of a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

b. Spouses Both employed by the City of Willows

In any case in which a husband and wife both employed by the City of Willows are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e. bonding leave). This limitation does not apply to any other type of leave under this policy.

VI. EMPLOYEE BENEFITS WHILE ON LEAVE

Leave under this policy is unpaid. While on leave, an employee may continue to be covered by the City of Willows group health insurance plan if the employee was participating in said plan at the time leave under this policy commenced. With the preceding exception, employees will not continue to be covered under the City of Willows Cafeteria benefit Plan.

Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan. The City of Willows will inform the employee whether the premiums should be paid to the carrier or to the City of Willows. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee will receive a notice at least 15 days before coverage is to cease, advising that the coverage will be dropped if premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement had been exhausted or expires, the City of Willows shall have the right to recover its share of health plan premiums for the entire

leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave or because of circumstances beyond the employee's control. The City shall have the right to recover premiums through deduction from any sums due the City of Willows (e.g., unpaid wages, vacation, pay, etc.).

VII. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the City of Willows may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

a. Employee's Right to use paid accrued leaves concurrently with Family Leave

When an employee has earned or accrued paid vacation, administrative leave, compensatory time, or personal or family leave, that paid leave may be submitted for all or part of any (otherwise) unpaid leave under this policy.

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

1. The leave is for the employee's own serious health condition; or
2. The leave is needed to care for a parent, spouse or child with a serious health condition, and would be permitted as sick leave under the City of Willows sick leave policy.

b. City of Willows Right to Require an Employee to Use Paid Leave when using FMLA/CFRA Leave

Employees must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

1. Employees are not required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
2. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave for the employee's own serious health condition.

c. City of Willows Right to Require an Employee to Exhaust FMLA/CFRA Leave concurrently with other Leave

If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the City of Willows may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for peace officers who are on leave pursuant to Labor Code Section 4850.

d. City of Willows and Employee's Rights if an employee requests accrued leave without mentioning either the FMLA/CFRA

If an employee request to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, the City of Willows may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the City of Willows denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the City of Willows may require the employee to exhaust accrued leave as described above.

VIII. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City of Willows.

If leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

a. Time to Provide ad Certification

When an employee's leave is foreseeable and at least 30 days' notice has been approved, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the City of Willows within the time frame requested by the City of Willows (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

b. Consequences for Failure to Provide an adequate or timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, the City of Willows may delay the taking of FMLA/CFRA leave until the required certification is provided.

c. Recertification

If the City of Willows has reason to doubt the validity of a certification, the City of Willows may require a medical opinion of a second health care provider chosen and paid for by the City of Willows. If the second opinion is different from the first, the City of Willows may require the opinion of a third provider jointly approved by the City of Willows and the employee, but paid for by the City of Willows. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.

d. Intermittent Leave of Leave on a reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can be accomplished through an intermittent or reduced leave schedule.

IX. EMPLOYEE NOTICE OF LEAVE

Although the City of Willows recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible for their need for leave. If the leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the City of Willows determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City of Willows may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

X. REINSTATEMENT UPON RETURN FROM LEAVE

a. Right to Reinstatement

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

If a definite date for reinstatement had been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City of Willows, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

b. Employee's Obligation to periodically Report on his/her condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

c. Fitness-for Duty Certification

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

d. Reinstatement of "Key Employees"

The City of Willows may deny reinstatement to a "key" employee (i.e. an employee who is among the highest paid 10 percent of all employed by the City of Willows within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City of Willows, and the employee is notified of the City of Willows intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

XI. REQUIRED FORMS

Employees must fill out the following applicable forms in connection with leave under this policy:

- a. "Request for Family or Medical leave form" prepared by the City of Willows to be eligible for leave. NOTE: employees will receive a City of Willows response to their request which will set forth certain conditions of their leave;
- b. Medical certification—either for the employee's own serious health condition or for the serious health condition of a child, parent or spouse;
- c. Authorization for payroll deductions for benefit plan coverage continuation; and
- d. Fitness-for-duty to return from leave form.



DISCUSSION & ACTION CALENDAR

FORREST J. SPRAGUE

Willows City Councilman

201 N. Lassen St Willows, CA 95988

Ph: 530-514-8700 Email: fsprague@cityofwillows.org

February 13, 2024

Dear Mayor Hansen and Council members,

This letter is in reference to Action Calendar Item 9c, "Use of Façade Improvement Funds."

Pursuant to Ms. Brown's late 2023 email to the Council regarding wayfinding signs on Wood Street, please review the attached photos. I concur with what I perceive to be Ms. Brown's objective. Specifically redesigning and replacing the existing signs.

First, are snapshots of the wayfinding sign at the corner of Wood and Butte Streets. That sign is rusty, and in my view, is not in the best location.

I say that because next are photos of the two old houses and an office building that are seen immediately after turning onto Butte Street driving toward downtown. These structures hardly offer the best visual characteristics of what "downtown" actually has to offer.

Next, are shots of the existing signs on Wood Street (Hwy 162). Apparently these signs were approved and installed years ago by Caltrans. Clearly they are outdated, bent over, and they should be replaced.

Then instead of where they are located now, are shots of two possible locations for new wayfinding signs at the corners of Wood Street and Lassen Street.

Next as a suggestion, is my hand drawn mockup of what new signs might look like with more destination points identified.


As you know, Lassen Street was recently improved. The Baptist Church is noteworthy and the Museum is nearby. So I suggest that we guide visitors to the downtown area down Lassen Street to Sycamore. We might also consider placing additional directional signs at that intersection.

Turning right (west) onto Sycamore takes visitors past the recently remodeled Courthouse and Memorial Park is currently being improved. And I am told that Memorial Hall is slated for some exterior repairs.

Turning left onto Sycamore Street takes traffic downtown past the historic Post Office and the Chamber of Commerce office, which are much more attractive buildings than those first seen on Butte Street.

To conclude, I suggest that this endeavor would be a good use of the surplus Façade Improvement Fund. I now have a contact person at Caltrans who has expressed at least some interest in this idea, if we decide to move forward.

Respectfully,



FORREST J. SPRAGUE

Wood Street (Hwy 162) and Butte Street



Looking East



Looking West

Butte Street



East side



West side

Wood Street (Hwy 162) just before coming to Lassen Street



Looking West



Looking East

Possible sign Locations Corners of Wood Street and Lassen Street



West side



East side

City Of Willows

HISTORIC DOWNTOWN

MUSEUM

MEMORIAL HALL

COURT HOUSE

CITY HALL

LIBRARY

WOOD STREET AT LASSEN¹⁵²



LASSEN AT SYCAMORE¹⁵³



Date: March 12, 2024
To: Honorable Mayor and Councilmembers
From: Marti Brown, City Manager
Subject: Agreement with Willows Unified School District to lease City-Owned Property

Recommendation:

Authorize the City Manager to execute a lease agreement with the Willows Unified School District to lease City-owned property (APN: 002-031-005).

Rationale for Recommendation:

The Willows Unified School District seeks to install an elevated solar array over an existing parking lot and on City-owned property (APN: 002-031-005). However, in order to plug into the energy grid, PG&E requires that the School District demonstrate control over the entire site and location of the elevated solar array.

Background:

The Willows Unified School District has been awarded a State grant to purchase and install an elevated solar array over a City-owned parcel (APN: 002-031-005) in the middle of the Willows High School campus currently used as a parking lot. In order to plug into the energy grid, the District must demonstrate to PG&E that it has control of the site and property where the solar project will be installed. Therefore, the School District needs an executed land lease agreement with the City as soon as possible.

The Willows High School was first built in 1914 (serving Glenn County). Land transactions between the City of Willows and the Willows Unified School District (then, Glenn County School) for properties adjacent to and north and west of the subject parcel occurred in 1948 and 1965, respectively. While there have been multiple land transactions between the City of Willows and the School District over the years (as Willows High School has expanded), at no time was this parcel (APN: 002-031-005) transferred from the City to the School District. To date and to both parties' knowledge (as well as to that of Glenn County), there is no record of property transfer from the City to the School District and/or a lease agreement between both parties to use the property for School District purposes.

Discussion & Analysis:

The subject property is surrounded by the Willows High School campus and, therefore, could serve no useful municipal purpose to the City of Willows. Staff recommends executing a land lease agreement with the School District to permit the installation of a solar array over the parking lot on the subject parcel (APN: 002-031-005).

While a land lease agreement with the City will permit the School District to plug into the energy grid (per PG&E guidelines), staff also recommends appraising the parcel in the near future, negotiating a transfer of property, and ultimately transferring ownership of the parcel to the Willows Unified School District. Once the property is appraised, Council may wish to consider options for disposing of the property.

Fiscal Impact:

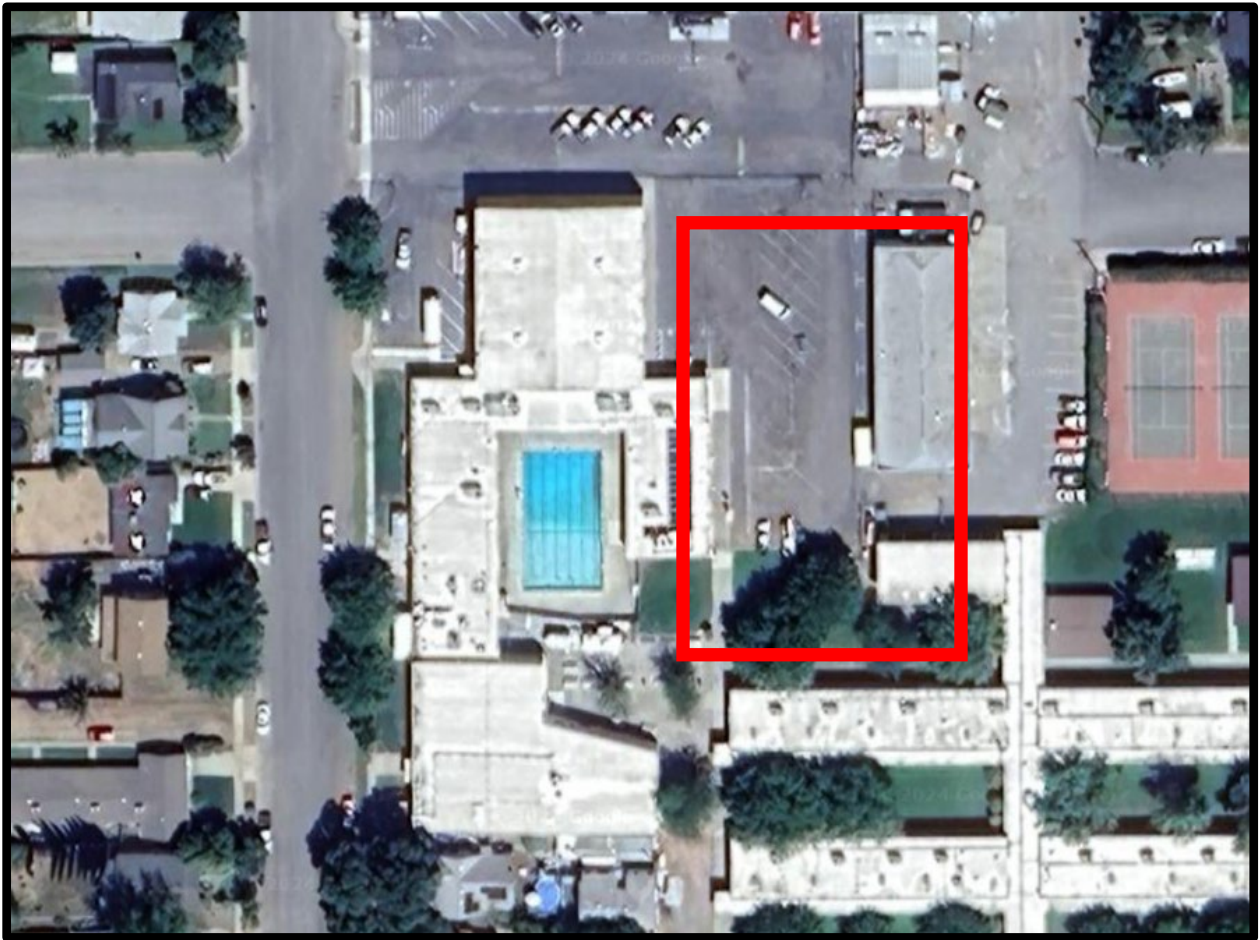
There is no fiscal impact to authorizing the City Manager to execute a lease agreement with the Willows Unified School District.

Attachment:

- Attachment 1: Aerial Map of Subject Parcel (APN: 002-031-005)

**City-Owned Parcel
(in the Middle of the Willows High School Campus)**

APN: 002-031-005





COMMENTS AND REPORTS



CLOSED SESSION