

CITY COUNCIL AGENDA

April 19, 2022

REGULAR SESSION - 6:00 P.M.

ANDERSON CITY HALL

1887 Howard Street

PARTICIPATION BY PUBLIC IN MEETING

Please review the Agenda to determine if the subject you wish to discuss is scheduled for Council consideration. If it is on the Agenda, you will have an opportunity when that matter comes up for discussion to briefly address the Council.

If the subject is *not* on tonight's Agenda, please complete an Agenda Request Form (on Clerk's table) and present it to the City Council Clerk. You will have the opportunity to speak on the subject under Item 5.2. However, if the item is not on the Agenda, each speaker will be limited to one three (3) minute opportunity to speak, unless the City Council makes an exception due to special circumstances.

The Brown Act prohibits the Council from taking action on any item not placed on the printed Agenda in most cases.

The Brown Act requires any non-confidential documents or writings distributed to a majority of the City Council less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

City Council meetings are televised and can be seen live on Cable Public Access Channel **181** (previously Channel 11) and on tape delay the following morning at 10:00 a.m. City Council meetings may also be viewed on the City's website at www.ci.anderson.ca.us by clicking on the TV icon on the Home Page.

In compliance with the Americans with Disabilities Act, the City of Anderson will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (378-6646) 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.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

REGULAR SESSION – 6:00 P.M.

1.0 **ROLL CALL – COUNCIL:**

Councilmember Neutze
Councilmember Baugh
Councilmember Hunt
Vice-Mayor Gallagher
Mayor Browning

2.0 **INVOCATION** – Mayor’s Choice.

3.0 **PLEDGE OF ALLEGIANCE** – Vice Mayor Mike Gallagher.

4.0 **STUDENT REPORTS**

- a. Anderson Union High School student ASB President Seth Forehand will give an update on school activities.
- b. Daniel Stroup from teen center will give an update on current activities.

4.1 **INTRODUCTIONS** – Assistant City Manager Liz Cottrell will introduce new Permit Tech Alec White.

5.2 **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA** - *This is the time to address public comments by any member of the public to the Council regarding an item not on the agenda. Each comment must be limited to 3 minutes or less. Direct City Clerk to read all comments received by members of the public.*

CONSENT AGENDA

6.0 **CONSENT AGENDA** - *Consent Agenda items are expected to be routine and non-controversial. They will be acted upon by the Council at one time without discussion. Any member of the public, staff or City Council may request that an item be removed from the Consent Agenda for separate discussion. Are there any requests to remove any items from the Consent Agenda?*

6.1 **MINUTES** - Approve the minutes of the regular meeting of April 5, 2022.

6.2 **WARRANTS** - Receive and file warrant 24784 to 24855 in the amount of \$195,965.58; Receive and file warrant 24856 to 24914 in the amount of \$92,343.45; Receive and file ACH in the amount of \$235.00; Receive and file ACH in the amount of 42,280.97.

END OF CONSENT CALENDAR

- 6.11 **ITEMS (IF ANY) REMOVED FROM THE CONSENT CALENDAR** – *Items removed from the Consent Agenda for discussion will be treated as Regular Agenda items and any member of the public may request to address the Council on any such item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

REGULAR AGENDA

- 8.0 **REGULAR AGENDA** – *Regular Agenda Items will be discussed individually and in order. Any member of the public may request to address the Council on an item as it comes up for discussion. The City Clerk will be directed to read any public comments received for each agenda item following the staff report.*

CITY ATTORNEY

- 8.2 **AWARD THE ABANDONED VEHICLE ABATEMENT CONTRACT TO ALL CAR AND TRUCK TOWING, INC.**

RECOMMENDED ACTION:

1. **Receive a Staff Report**
2. **Award the contract for Abandoned Vehicle Abatement to All Car and Truck Towing, Inc.; and**
3. **Authorize the City Manager to sign the agreement.**

CITY MANAGER

- 8.3a **REMOVE AND REPLACE CCTV EQUIPMENT IN EXISTING 2003 FORD E350 CAMERA TRUCK**

RECOMMENDED ACTION:

1. **Receive Staff report**
2. **Award the contract to Aries Industrial, Inc.; and**
3. **Authorize the City Manager to sign the agreement.**

- 8.3b **AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING WITH THE ANDERSON POLICE OFFICERS ASSOCIATION (APOA)**

RECOMMENDED ACTION:

Adopt a Resolution approving amendments to the Memorandum of Understanding (MOU) negotiated between representatives of the City of Anderson and representatives of the Anderson Police Officers Association, and

Authorize the Finance Director to amend the Fiscal Year 2021-2022 budget in the amount of \$ 60,000.

8.3c UPDATE OF CITY OF ANDERSON PERSONNEL RULES

RECOMMENDED ACTION:

Adopt a resolution approving amendment to the City of Anderson Personnel Rules.

8.3d UPDATE PAY SCHEDULE FOR SWORN PUBLIC SAFETY MID-MANAGEMENT

RECOMMENDED ACTION:

Adopt a resolution approving updated pay schedule for Sworn Public Safety Mid-Management classifications.

Direct the Finance Director to amend the Fiscal Year 2021-2022 budget in the amount of \$ 21,000.

DEPUTY PUBLIC WORKS DIRECTOR

8.9 NOTICE OF COMPLETION OF THE VENTURA STREET IMPROVEMENT PROJECT

RECOMMENDED ACTION:

Direct the Deputy Public Works Director to prepare and record a Notice of Completion for the Ventura Street Improvement Project.

11.0 **COUNCIL REPORTS/COMMENTS** – *City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234.)*

14.0 **ADJOURN - The City Council will adjourn to May 3, 2022.**

DRAFT

ANDERSON CITY COUNCIL MINUTES

Regular Meeting
April 5, 2022

REGULAR SESSION

The regular session was called to order at 6:00 p.m.

ROLL CALL

Councilmembers present: Councilmember Neutze
Councilmember Baugh
Councilmember Hunt
Vice-Mayor Gallagher
Mayor Browning

Also present: City Manager Jeff Kiser, Assistant City Manager Liz Cottrell, City Attorney Collin Bogener, Police Chief Jon Poletski and City Clerk Christy White.

INVOCATION

Nick Braitto, Neighborhood Church of Anderson/Cottonwood, gave the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Stan Neutze led the Pledge of Allegiance.

INTRODUCTIONS

Community Engagement Manager Matthew Baker introduced new Recreation Supervisor Erin Luevano, Erin thanked Council for the opportunity and looks forward to working with the community.

PROCLAMATIONS

A Proclamation proclaiming April as Child Abuse Prevention Month was presented to Child Abuse Prevention Executive Barbara Jackson.

A Proclamation proclaiming April 2-9, 2022 as Week of the Young Child was presented to Jackie Scott, First 5 Shasta.

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Darin Hale spoke thanking Vice Mayor Gallagher for reaching out to him in regards to his comments at the last meeting and still encourages Council to look for ways to prepare for cyber-attacks.

CONSENT AGENDA

By motion made, second (Baugh/Hunt) and carried by a 5-0 vote, Council took the following action.

Approved the minutes of the regular meeting of March 15, 2022.

Received and filed warrant 24556 to 24631 in the amount of \$430,507.55; Received and filed warrant 24632 to 24701 in the amount of \$123,358.01; Received and filed warrant 24703 to 24783 in the amount of \$371,729.18; Received and filed ACH in the amount of \$235.00; Received and filed ACH in the amount of \$43,909.40; Received and filed ACH in the amount of \$235.00; Received and filed ACH in the amount of 42,392.60.

Vote: AYES: Councilmembers Baugh, Hunt, Gallagher, Neutze and Mayor Browning.
NOES: None.
ABSTAIN: None.
ABSENT: None.

REGULAR AGENDA

POLICE CHIEF

MODIFICATION OF OUR CRIMINAL JUSTICE STUDENT SPONSORSHIP PROGRAM (CJSSP) TO A FULL-TIME PAID POLICE RECRUIT PROGRAM

Police Chief Jon Poletski gave a staff report and answered questions from Council.

By motion made, seconded (Baugh/Hunt) and carried by a 5-0 vote Council voted to approve a modification from our Criminal Justice Student Sponsorship Program (CJSSP) to a full-time paid Police Recruit Program for all current and new police candidates hired by the Anderson Police Department to attend a POST approved police academy.

Vote: AYES: Councilmembers Baugh, Hunt, Neutze, Gallagher and Mayor Browning.
NOES: None.
ABSTAIN: None.
ABSENT: None.

PLANNING, DESIGNING, AND CONSTRUCTING POLICE FACILITIES

Police Chief Jon Poletski gave a staff report and answered questions from Council regarding a new police facility. Council appointed Councilmember Neutze and Baugh to be on a committee to discuss possible locations for the new facility.

UPGRADE/PURCHASE OF ANDERSON POLICE DEPARTMENT RADIO SYSTEM

Police Chief Jon Poletski gave a staff report and answered questions from Council.

By motion made, seconded (Hunt/Baugh) and carried by a 5-0 vote Council voted to approve the purchase of mobile and portable radios to comply with DOJ mandates, improve interoperability amongst local emergency services partners, and provide better officer safety for our field personnel.

Vote: AYES: Councilmembers Hunt, Baugh, Neutze, Gallagher and Mayor Browning.
NOES: None.
ABSTAIN: None.
ABSENT: None.

DEPUTY PUBLIC WORKS DIRECTOR

AWARD BID FOR THE ANDERSON HIGH SCHOOL TANK RECOATING PROJECT

Deputy Public Works Director Peter Wickenheiser gave a staff report and answered questions from Council.

By motion made, seconded (Baugh/Hunt) and carried by a 5-0 vote Council voted to

1. Award the contract for the Anderson High School Tank Recoating Project to Resource Development Company in the amount of \$298,600.00.
2. Authorize the City Manager to execute the contract upon receipt of the required insurance certificates, payment bond and performance bond.
3. Authorize the Public Works Director to approve change orders not to exceed 20% of the bid amount.

Vote: AYES: Councilmembers Baugh, Hunt, Neutze, Gallagher and Mayor Browning.
NOES: None.
ABSTAIN: None.
ABSENT: None.

AWARD BID FOR THE RIVER SPLASH PARKING LOT OVERLAY PROJECT

Deputy Public Works Director Peter Wickenheiser gave a staff report and answered questions from Council.

By motion made, seconded (Neutze/Gallagher) and carried by a 5-0 vote Council voted to

1. Award the contract for the River Splash Parking Lot Overlay Project to Sunrise Excavating & Paving in the amount of \$58,400.00.

2. Authorize the City Manager to execute the contract.
3. Authorize the Public Works Director to approve change orders not to exceed 20% of the bid amount.

Vote: AYES: Councilmembers Neutze, Gallagher, Baugh, Hunt and Mayor Browning.
NOES: None.
ABSTAIN: None.
ABSENT: None.

STAFF REPORTS

Assistant City Manager Liz Cottrell gave an update on online bill payment.

Deputy Public Works director Peter Wickenheiser gave a report on April clean up.

COUNCIL REPORTS/COMMENTS

Councilmembers used this time to report on meetings and activities they participated in and to announce upcoming events.

Public Comment on Closed Session Items – None.

7:24 p.m.: ***The City Council convened to Closed Session.***

CLOSED SESSION

C.S.1 **CONFERENCE WITH LABOR NEGOTIATORS (\$54957.6)**
Agency designated representatives: City Manager Jeff Kiser
Employee organization: APOA

C.S.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Exposure to litigation pursuant to § 54956.9(c): One case

8:16 p.m.: ***The City Council reconvened to Open Session.***

CLOSED SESSION ANNOUNCEMENT

Mayor Browning announced that the Council sat in Closed Session with no reportable action.

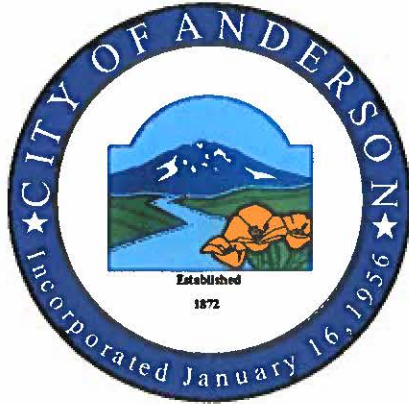
ADJOURNMENT

8:16p.m.: ***The City Council adjourned to April 19, 2022.***

Baron Browning, Mayor

ATTEST:

Christy White, City Clerk



AGENDA ITEM

April 19, 2022 City Council Meeting

Approved for Submittal By:


Jeff Kiser, City Manager

To Be Presented By:


Liz Cottrell, Finance Director/Treasurer

To: Honorable Mayor and Members of the Anderson City Council
Through: Jeff Kiser, City Manager
From: Liz Cottrell, Finance Director/Treasurer
Date: April 19, 2022

SUBJECT

Receive and File Weekly Warrant Registers.

RECOMMENDATION

Receive and file warrant 24784 to 24855 in the amount of \$195,965.58; Receive and file warrant 24856 to 24914 in the amount of \$92,343.45; Receive and file ACH in the amount of \$235.00; Receive and file ACH in the amount of 42,280.97.

ATTACHMENT

Warrant Registers.

Check Register Report

Date: 04/01/2022

Time: 8:49 am

Page: 1

of Anderson

BANK: TRI COUNTIES BANK

| Check Number | Check Date | Status | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|--------------------------------|------------|---------|----------------|---------------|--------------------------------|------------------------------|-----------|
| RI COUNTIES BANK Checks | | | | | | | |
| 4784 | 04/01/2022 | Printed | | 050210 | AAMIGO IRRIGATION SUPPLY | SUPPLIES | 24.42 |
| 4785 | 04/01/2022 | Printed | | 0537 | AIELLO, GOODRICH & TEUSCHER | PROFESSIONAL SERVICES | 4,000.00 |
| 4786 | 04/01/2022 | Printed | | 05644 | AMERICAN FIDELITY ASSURANCE CO | CAFETERIA 125 P/E 3/18/2022 | 126.92 |
| 4787 | 04/01/2022 | Printed | | 1105 | CHRISTA ARTHUR | SUPPLIES REIMBURSEMENT | 145.30 |
| 4788 | 04/01/2022 | Printed | | 111011 | AT& T CALNET | PHONE CHARGES | 67.96 |
| 4789 | 04/01/2022 | Printed | | MABA02 | MATT BAKER | CELL PHONE REIMBURSEMENT | 75.00 |
| 4790 | 04/01/2022 | Printed | | LABE00 | LACY BERRY | CLEANING DEPOSIT REFUND | 75.00 |
| 4791 | 04/01/2022 | Printed | | 1137902 | BIG VALLEY SANITATION | EQUIPMENT RENTAL | 575.00 |
| 4792 | 04/01/2022 | Printed | | 1171 | STEPHEN BLUNK | PER DIEM-TRAINING | 66.00 |
| 4793 | 04/01/2022 | Printed | | 1171 | STEPHEN BLUNK | CELL PHONE REIMBURSEMENT | 75.00 |
| 4794 | 04/01/2022 | Printed | | 11459 | BLX GROUP LLC | PROFESSIONAL SERVICES | 1,200.00 |
| 4795 | 04/01/2022 | Printed | | 120922 | CBSC | CBSC FEES | 237.60 |
| 4796 | 04/01/2022 | Printed | | 131750 | CHARTER COMMUNICATIONS | BUSINESS SERVICES | 767.86 |
| 4797 | 04/01/2022 | Printed | | 1414 | LIZ COTTRELL | CELL PHONE REIMBURSEMENT | 75.00 |
| 4798 | 04/01/2022 | Printed | | 1430 | CROWN MOTORS | PARTS | 79.41 |
| 4799 | 04/01/2022 | Printed | | 149005 | DE LAGE LANDEN FINANCIAL SVC | MONTHLY LEASE | 470.19 |
| 4800 | 04/01/2022 | Printed | | VADE00 | VALERIE DECKNESS-WISE | KEY DEPOSIT REFUND | 10.00 |
| 4801 | 04/01/2022 | Printed | | 1460 | DEPT OF CONSERVATION | STRONG MOTION FEES | 619.23 |
| 4802 | 04/01/2022 | Printed | | 1490 | DEPT. OF TRANSPORTATION | TRAFFIC SIGNAL MAINTENANCE | 393.65 |
| 4803 | 04/01/2022 | Printed | | DORA00 | DOWN RANGE | SUPPLIES | 28.95 |
| 4804 | 04/01/2022 | Printed | | EMVE00 | EMERGENCY VEHICLE OUTFITTING | PROFESSIONAL SERVICES | 400.00 |
| 4805 | 04/01/2022 | Printed | | 100155 | EWING | SUPPLIES | 1.68 |
| 4806 | 04/01/2022 | Printed | | 05808 | FASTENERS INC. | SUPPLIES | 5.38 |
| 4807 | 04/01/2022 | Printed | | 159455 | FERGUSON ENTERPRISES, INC. | SUPPLIES | 4,030.19 |
| 4808 | 04/01/2022 | Printed | | LIFL00 | LINDSAY FLETCHER | CLEANING DEPOSIT REFUND | 350.00 |
| 4809 | 04/01/2022 | Printed | | 1659590 | MIKE GALLAGHER | HEALTH INS. REIMBURSEMENT | 450.00 |
| 4810 | 04/01/2022 | Printed | | GRTR00 | GRIDIRON TRAINING | REGISTRATION-KNIGHT | 500.00 |
| 4811 | 04/01/2022 | Printed | | GRTR00 | GRIDIRON TRAINING | REGISTRATION-FOLDEN | 500.00 |
| 4812 | 04/01/2022 | Printed | | 175541 | HANES FLOOR INCORPORATED | PROFESSIONAL SVCS & SUPPLIES | 1,386.00 |
| 4813 | 04/01/2022 | Printed | | 17895 | HAVEN HUMANE SOCIETY | ANIMAL CONTRACT SERVICES | 8,004.17 |
| 4814 | 04/01/2022 | Printed | | 18109 | HILLYARD, INC. | JANITORIAL SUPPLIES | 686.66 |
| 4815 | 04/01/2022 | Printed | | 186369 | J & J PUMPS, INC. | EQUIPMENT AND PARTS | 24,004.40 |
| 4816 | 04/01/2022 | Printed | | 190800 | K & S STAFFING SOLUTIONS, INC. | PROFESSIONAL SERVICES | 2,356.00 |
| 4817 | 04/01/2022 | Printed | | 1918003 | JEFF KISER | CELL PHONE REIMBURSEMENT | 75.00 |
| 4818 | 04/01/2022 | Printed | | AMLA00 | AMBER LAMKE | CLEANING DEPOSIT REFUND | 350.00 |
| 4819 | 04/01/2022 | Void | | | | Void Check | 0.00 |
| 4820 | 04/01/2022 | Printed | | 1929 | LAUNDRY WORLD | PROFESSIONAL SERVICES | 1,963.81 |
| 4821 | 04/01/2022 | Printed | | JEMA02 | JENNIFER MANSFIELD | KEY DEPOSIT REFUND | 10.00 |
| 4822 | 04/01/2022 | Printed | | 198787 | MCMASTER-CARR SUPPLY CO. | SUPPLIES | 296.07 |
| 4823 | 04/01/2022 | Printed | | MAME01 | MARLENE MERRYMAN | KEY DEPOSIT REFUND | 10.00 |
| 4824 | 04/01/2022 | Printed | | SHME00 | SHELBY METZ | CLEANING DEPOSIT REFUND | 350.00 |
| 4825 | 04/01/2022 | Printed | | MICO02 | MIWALL CORPORATION | SUPPLIES | 2,058.77 |
| 4826 | 04/01/2022 | Printed | | MAMU04 | MARNEY MUNSTERMAN | FIELD DEPOSIT REFUND | 100.00 |
| 4827 | 04/01/2022 | Printed | | 20651 | NCCSIF | WORKERS COMPENSATION | 57,313.00 |
| 4828 | 04/01/2022 | Printed | | 2090 | NORMAC | SUPPLIES | 415.48 |
| 4829 | 04/01/2022 | Printed | | 303894 | O2 STAFFING, INC. | PROFESSIONAL SERVICES | 411.75 |
| 4830 | 04/01/2022 | Printed | | 30747 | OUT AND ABOUT SHASTA | CLEANING DEPOSIT REFUND | 500.00 |
| 4831 | 04/01/2022 | Printed | | PAAN00 | PACE ANALYTICAL SVCS., LLC | PROFESSIONAL SERVICES | 386.80 |
| 4832 | 04/01/2022 | Void | | | | Void Check | 0.00 |
| 4833 | 04/01/2022 | Printed | | 4000 | PACIFIC GAS & ELECTRIC | UTILITIES | 52,785.25 |
| 4834 | 04/01/2022 | Printed | | 4020 | PAINT MART | SUPPLIES | 875.62 |
| 4835 | 04/01/2022 | Printed | | SHPE01 | SHANNON PEHRSON | CLEAN DEPOSIT REFUND | 350.00 |
| 4836 | 04/01/2022 | Void | | | | Void Check | 0.00 |

Check Register Report

Date: 04/01/2022

Time: 8:49 am

Page: 2

City of Anderson BANK: TRI COUNTIES BANK

| Check Number | Check Date | Status | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|---------------------------------|------------|---------|----------------|---------------|-------------------------------|--------------------------|-----------|
| TRI COUNTIES BANK Checks | | | | | | | |
| 4837 | 04/01/2022 | Void | | | | Void Check | 0.00 |
| 4838 | 04/01/2022 | Printed | | 40736 | PLATT | SUPPLIES | 4,407.90 |
| 4839 | 04/01/2022 | Printed | | JOPO00 | JON POLETSKI | CELL PHONE REIMBURSEMENT | 75.00 |
| 4840 | 04/01/2022 | Printed | | 4073902 | ROBYN POPE-BURGESS | CELL PHONE REIMBURSEMENT | 75.00 |
| 4841 | 04/01/2022 | Printed | | 407407 | POSTMASTER | PRESORT CHARGES | 265.00 |
| 4842 | 04/01/2022 | Printed | | 500973 | NATHAN RAMIREZ | CELL PHONE REIMBURSEMENT | 75.00 |
| 4843 | 04/01/2022 | Printed | | 5060 | REDDING PRINTING COMPANY, INC | PROFESSIONAL SERVICES | 1,239.13 |
| 4844 | 04/01/2022 | Printed | | JIRI00 | JILL RICKETT | CLEANING DEPOSIT REFUND | 350.00 |
| 4845 | 04/01/2022 | Printed | | MASA00 | MATTHEW SATHER | PARK RENTAL REFUND | 75.00 |
| 4846 | 04/01/2022 | Printed | | MASE00 | MARIA SERNA | CLEANING DEPOSIT REFUND | 75.00 |
| 4847 | 04/01/2022 | Printed | | CUSM00 | CURTIS SMITH | CLEANING DEPOSIT REFUND | 595.00 |
| 4848 | 04/01/2022 | Printed | | CYSP00 | CYNTHIA SPRAIN | PARKS REFUND | 245.00 |
| 4849 | 04/01/2022 | Printed | | SSOI00 | SST OIL | FUEL SUPPLIES | 18,239.03 |
| 4850 | 04/01/2022 | Printed | | 80092105 | UPS | SHIPPING CHARGES | 36.00 |
| 4851 | 04/01/2022 | Printed | | CHWA01 | CHRISTINE WACKER | KEY DEPOSIT REFUND | 10.00 |
| 4852 | 04/01/2022 | Printed | | 807261 | WASTE MANAGEMENT | MONTHLY RECYCLE SERVICES | 5.00 |
| 4853 | 04/01/2022 | Printed | | CHWH00 | CHRISTY WHITE | CELL PHONE REIMBURSEMENT | 75.00 |
| 4854 | 04/01/2022 | Printed | | PEWI00 | PETER WICKENHEISER | CELL PHONE REIMBURSEMENT | 75.00 |
| 4855 | 04/01/2022 | Printed | | DOWI00 | DOROTHY WILEY | KEY DEPOSIT REFUND | 10.00 |

Total Checks: 72 Checks Total (excluding void checks): 195,965.58

Total Payments: 72 Bank Total (excluding void checks): 195,965.58

Total Payments: 72 Grand Total (excluding void checks): 195,965.58

Luz Cottrell
Signature

4/1/2022
Date

Check Register Report

Date: 04/07/2022

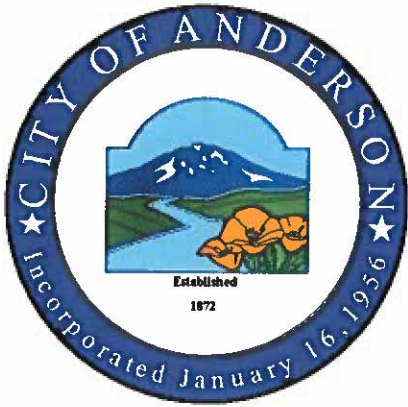
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Page: 1

City of Anderson

BANK: TRI COUNTIES BANK

| Check Number | Check Date | Status | Reconcile Date | Vendor Number | Vendor Name | Check Description | Amount |
|--------------------------------|------------|---------|----------------|---------------|--------------------------------|-------------------------------|-----------|
| RI COUNTIES BANK Checks | | | | | | | |
| 4856 | 04/07/2022 | Void | | | | Void Check | 0.00 |
| 4857 | 04/08/2022 | Printed | | 1760 | ACE HARDWARE | SUPPLIES-JOB #6 | 2,600.79 |
| 4858 | 04/08/2022 | Printed | | 057015 | ANDERSON CHAMBER OF COMMERCE | CHAMBER AWARDS TICKETS | 120.00 |
| 4859 | 04/08/2022 | Printed | | 0580 | APOA | DUES FOR P/E 4/01/2022 | 1,020.00 |
| 4860 | 04/07/2022 | Void | | | | Void Check | 0.00 |
| 4861 | 04/08/2022 | Printed | | 111011 | AT& T CALNET | PHONE CHARGES | 1,242.15 |
| 4862 | 04/08/2022 | Printed | | 1137902 | BIG VALLEY SANITATION | EQUIPMENT RENTAL | 1,035.00 |
| 4863 | 04/08/2022 | Printed | | CDTF00 | CALIFORNIA DEPT. OF TAX & FEE | USE/SALES TAX FOR 2021 | 2,138.00 |
| 4864 | 04/08/2022 | Printed | | 1210 | CALIFORNIA SAFETY CO. | PROFESSIONAL SERVICES | 24.00 |
| 4865 | 04/08/2022 | Printed | | 131750 | CHARTER COMMUNICATIONS | INTERENET SERVICES | 1,006.72 |
| 4866 | 04/08/2022 | Printed | | 132201 | CITY OF REDDING | UTILITIES | 431.51 |
| 4867 | 04/08/2022 | Printed | | 1380 | COOK CONCRETE PRODUCTS | SUPPLIES | 879.24 |
| 4868 | 04/08/2022 | Printed | | 141597 | CRESKO EQUIPMENT RENTALS | EQUIPMENT RENTAL | 5,757.11 |
| 4869 | 04/08/2022 | Printed | | DEJU00 | DEPARTMENT OF JUSTICE (SDU) | CASE # 41000000045532 4/01/22 | 304.06 |
| 4870 | 04/08/2022 | Printed | | 152503 | THE ED JONES CO.,INC. | SUPPLIES | 775.75 |
| 4871 | 04/08/2022 | Printed | | ENTER | ENTERPRISE FM TRUST | VEHICLE LEASES | 13,020.58 |
| 4872 | 04/08/2022 | Printed | | 05808 | FASTENERS INC. | SUPPLIES | 205.71 |
| 4873 | 04/08/2022 | Printed | | GATE02 | GAYNOR TELESYSTEMS, INC. | PROFESSIONAL SERVICES | 120.00 |
| 4874 | 04/08/2022 | Printed | | 1700 | GILES LOCK & SECURITY SYSTEMS, | SUPPLIES | 105.11 |
| 4875 | 04/08/2022 | Printed | | GOST00 | GOLDEN STATE OFFICE FURNITURE, | OFFICE FURNITURE | 2,316.55 |
| 4876 | 04/08/2022 | Printed | | PEGR00 | PETER GRIGGS | PROFESSIONAL SERVICES | 31.50 |
| 4877 | 04/08/2022 | Printed | | 179484 | ERIC HAYNES | PER DIEM REIMBURSEMENT | 64.28 |
| 4878 | 04/08/2022 | Printed | | 1840 | ICMA RETIREMENT TRUST 457 | PLAN # 302204 P/E 4/01/2022 | 2,335.00 |
| 4879 | 04/08/2022 | Printed | | 1845 | INDEPENDENT BUSINESS FORM | PROFESSIONAL SERVICES | 517.37 |
| 4880 | 04/08/2022 | Printed | | 1850430 | INLAND BUSINESS MACHINES, INC | MONTHLY LEASE | 184.20 |
| 4881 | 04/08/2022 | Printed | | 186369 | J & J PUMPS, INC. | PROFESSIONAL SERVICES | 190.00 |
| 4882 | 04/08/2022 | Printed | | JTCO00 | J & T CONSULTING, INC. | MONTHLY MAINTENANCE | 1,750.00 |
| 4883 | 04/08/2022 | Printed | | MIJO01 | MICHAELLA JONES | PARKS REFUND | 350.00 |
| 4884 | 04/08/2022 | Printed | | 190800 | K & S STAFFING SOLUTIONS, INC. | PROFESSIONAL SERVICES | 2,917.03 |
| 4885 | 04/08/2022 | Printed | | MEDE00 | MELTON DESIGN GROUP, INC. | PROFESSIONAL SERVICES | 5,097.00 |
| 4886 | 04/08/2022 | Printed | | MUEM00 | MUNICIPAL EMERGENCY SERVICES | EQUIPMENT | 959.03 |
| 4887 | 04/08/2022 | Printed | | INMU00 | INEZ MUNSON | PARKS REFUND | 70.00 |
| 4888 | 04/08/2022 | Printed | | 20530 | MUTUAL OF OMAHA | INSURANCE PREMIUM APR-20221, | 959.51 |
| 4889 | 04/08/2022 | Printed | | 2090 | NORMAC | SUPPLIES | 928.84 |
| 4890 | 04/08/2022 | Printed | | 30397 | O'REILLY AUTO PARTS | SUPPLIES | 43.92 |
| 4891 | 04/08/2022 | Printed | | 303894 | O2 STAFFING, INC. | PROFESSIONAL SERVICES | 411.75 |
| 4892 | 04/07/2022 | Void | | | | Void Check | 0.00 |
| 4893 | 04/08/2022 | Printed | | 3051 | OFFICE DEPOT | OFFICE SUPPLIES | 722.05 |
| 4894 | 04/08/2022 | Printed | | PAAN00 | PACE ANALYTICAL SVCS., LLC | PROFESSIONAL SERVICES | 442.00 |
| 4895 | 04/08/2022 | Printed | | 40256 | PAPE MACHINERY | SUPPLIES | 95.95 |
| 4896 | 04/08/2022 | Printed | | SHPE01 | SHANNON PEHRSON | CLEANING DEPOSIT REFUND | 350.00 |
| 4897 | 04/08/2022 | Printed | | 118992 | PEOPLE FACTS, LLC | PROFESSIONAL SERVICES | 29.50 |
| 4898 | 04/08/2022 | Printed | | BRPE00 | BRYON PETERSON | PROFESSIONAL SERVICES | 63.00 |
| 4899 | 04/07/2022 | Void | | | | Void Check | 0.00 |
| 4900 | 04/08/2022 | Printed | | 40736 | PLATT | SUPPLIES | 2,274.96 |
| 4901 | 04/08/2022 | Printed | | 4074245 | PRAIRIE SQUARES | PROFESSIONAL SERVICES | 168.00 |
| 4902 | 04/08/2022 | Printed | | PRPR00 | PROVOST & PRITCHARD CONSULTING | PROFESSIONAL SERVICES | 2,200.00 |
| 4903 | 04/08/2022 | Printed | | 509033 | RIVER CITY COMPLIANCE | PROFESSIONAL SERVICES | 80.00 |
| 4904 | 04/08/2022 | Printed | | 6005712 | HOPE SETH | PROFESSIONAL SERVICES | 2,880.00 |
| 4905 | 04/08/2022 | Printed | | ISST00 | ISAAC STANLEY | PARKS REFUND | 25.00 |
| 4906 | 04/08/2022 | Printed | | 70800 | STATE OF CALIFORNIA | ASSIGN OF WAGES P/E 4/01/2022 | 510.66 |



AGENDA ITEM

April 19, 2022, City Council Meeting

Approved for Submittal By:


Jeff Kiser, City Manager

To Be Presented By:

For 
Lt. Steve Blunk and Collin Bogener, City Attorney

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Lt. Steve Blunk and Collin Bogener, City Attorney

Date: April 19, 2022

SUBJECT

Award the Abandoned Vehicle Abatement Contract to All Car and Truck Towing, Inc.

RECOMMENDATION

The City Attorney recommends that the City Council:

1. **Receive a Staff Report**
2. **Award the contract for Abandoned Vehicle Abatement to All Car and Truck Towing, Inc.; and**
3. **Authorize the City Manager to sign the agreement.**

FISCAL IMPACT

The fiscal impact will depend on the tow, which will be \$155.00 for cars and trucks under 21-feet, \$250.00 for motor homes, buses and boats under 21 feet, and \$375.00 for all vehicles over 21-feet.

DISCUSSION and BACKGROUND

On March 1, 2022, the City Council authorized the City to go out to bid for an Abandoned Vehicle Tow Contractor. The deadline to submit bids was March 25, 2022 by 4:00 p.m. No bids were received by the City before the deadline. Under California law, if no bids are received, then the City may reach out to specific contractors to negotiate for the work in question.

All Car and Truck Towing, LLC ("All Car") indicated an interest and provided numbers to the City which the Anderson Police Department feels are reasonable. Those numbers are included in Exhibit A to the contract. However, for ease of reference, the costs will primarily consist of tows between 0-20 miles, with cars, trucks and trailers under 21-feet costing \$155.00 per tow; motor homes, buses and boats under 21-feet costing \$250.00 per tow; and all vehicles over 21-feet costing \$375.00 per tow.

Additionally, Lt. Blunk performed an inspection of the All Car facility and felt there were no concerns. The highlights of Lt. Blunk's inspection are as follows:

- All Car has the required tow vehicles, insurance, and location
- All Car has the equipment to tow a motorcycle to a semi-truck with a trailer.
- All Car has a tow vehicle that can tow fifth wheels.
- All Car has wreckers, and flatbed tow trucks.
- The range is light-duty, medium-duty, and heavy-duty tow trucks.
- All AVA vehicles are taken to 7024 HWY 273 which is approximately 7 miles from the farthest distance of our city.
- All Car's main lot has 30,000 feet of yard area for the towed vehicles.
- All Car just purchased an acre lot north of their shop to handle any overflow, which is 49,580 square feet.
- The main yard has fencing 360 with bob wire and 24-hour video surveillance.
- The hours of operation to release a vehicle is M-F 0800 1700 with an hour closed during lunchtime.
- After a certain period, All Car liens the towed AVA vehicles and sells them for scrap.
- Scrap prices fluctuate like the stock market for salvaged metals.
- Trailers, RVs, boats, fifth wheels, and campers have a cost associated with them to scrap.
- The CSOs will use ALL Car to schedule all AVA tows after the proper time has expired from the date of tagging the vehicles.
- Patrol can use All Cars after hours to tow AVA vehicles as needed.
- Same phone numbers at dispatch for after hours and during business hours for all tows (Tow and AVA tows)

Overall, the Anderson Police Department is in support of this contractor and recommends approval of the contract.

If approved, the contract would begin immediately, and the Anderson Police Department could begin utilizing the benefits under the contract.

ATTACHMENT

1. Agreement for Abandoned Vehicle Tow Services

**CITY OF ANDERSON
ABANDONED VEHICLES SERVICES CONTRACT**

THIS CONTRACT is made at Anderson, California, by and between the City of Anderson ("City"), a municipal corporation, and All Car and Truck Towing, Inc, ("Contractor") for the purpose of removal of abandoned vehicles and parts thereof in various states of condition within the incorporated area of the City of Anderson.

WHEREAS, City desires to engage the services of All Car and Truck Towing, LLC ("Contractor") vehicle towing company as an independent contractor for the purposes of satisfying the abandon vehicle towing and secure storage needs of the Anderson Police Department ("APD") for third party vehicles designated for towing and impound; and

WHEREAS, City solicited proposals from qualified vehicle towing companies which included, but was not limited to, Contractor; and

WHEREAS, based on Contractor's qualifications and experience, it was determined by City that Contractor offers an optimal combination of qualities that provide the City with the best value for the services required.

NOW, THEREFORE, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

SECTION 1. CONTRACTOR SERVICES

- A. Subject to the terms and conditions set forth in this Contract, Contractor shall perform on behalf of the City, on an as needed basis, the necessary services to remove, store, and dispose of abandoned, wrecked, dismantled or inoperative vehicles and parts thereof (collectively "Vehicles") from private or public property within the City of Anderson. Contractor shall impound, store, and dispose of the vehicles as provided in the California Vehicle Code, Anderson Municipal Code and other public agency procedures.
- B. Contractor shall provide towing service continuously on a typical business week basis, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays. Contractor shall respond to tow requests, pursuant to this Agreement, within a 24-hour period.
- C. Contractor shall utilize towing methods appropriate for the specific vehicle, i.e. flatbed, wheel-lift, frame-lift. Tow equipment must be in good working condition, capable of performing the intended work, and comply with all federal, state and local laws and regulations.
- D. All tow drivers employed by Contractor and responding to calls pursuant to this Agreement shall be properly licensed in accordance with Section 12804 of the State of California

Vehicle Code. Contractor shall ensure that only qualified and competent tow drivers respond to calls initiated by City. Tow drivers shall be over the age of eighteen (18) and possess a valid California Driver's License for the appropriate class of vehicle being towed.

- E. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in California Vehicle Code, Title 13 of the California Code of Regulations and other specifications contained in this Agreement. This includes compliance with all standards for Gross Vehicle Weight Rating ("GVWR") and Axle Weight Rating ("AWR"), and shall not exceed the GVWR or AWR standards for the tow trucks.
- F. Contractor shall be familiar with all State of California Department of Motor Vehicle ("DMV") laws and have the expertise to handle the paperwork for the processing of the Abandoned Vehicles, including lien sales, invoicing, and billing for each individual abated vehicle. Contractor shall further comply with California Vehicle Code Section 10652 in reporting the storage of vehicles over thirty (30) days. A copy of the notice shall be forwarded to the appropriate agency.
- G. City shall be permitted to perform inspections of Contractor's premises to ensure compliance with the terms of this Agreement. City shall provide Contractor with at least 24 hours' notice before performing the inspection.

SECTION 2. COMPENSATION AND REIMBURSEMENT OF COSTS

- A. City shall pay Contractor for services rendered pursuant to this Contract as set forth in the fee schedule attached to this agreement as Exhibit A.
- B. Contractor shall invoice City on a monthly basis for services provided under this Contract.
- C. All correct, complete and undisputed invoices sent by Contractor to City shall be paid within thirty (30) calendar days of receipt.

SECTION 3. TERM AND TERMINATION

- A. The initial term of this agreement shall be for three (3) years beginning on the last date signed below. The initial term shall be automatically renewed for three additional one-year terms at the end of the initial term, under the same terms and conditions unless either party gives 30 days written notice not to renew.
- B. If Contractor fails to perform its duties to the satisfaction of City, or if Contractor fails to fulfill in a timely and professional manner its obligations under this Contract, then City shall have the right to terminate this Contract effective immediately upon City giving written notice thereof to Contractor.

- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice.
- D. In the event that City gives notice of termination, Contractor shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Contractor pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- E. In the event that City terminates the Contract, City shall pay Contractor the reasonable value of services rendered by Contractor pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. Contractor shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Contractor.
- F. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4. MANDATORY TOW AND LIQUIDATED DAMAGES

- A. During the Term of this Agreement, it is mandatory that Contractor respond to all requests for service made pursuant to Section 1. The Agreement is an exclusive agreement, meaning City would incur significant damages if a call for service is refused. If a call for service is refused, Contractor will be required to pay liquidated damages as set forth in subsection B below. Refusal under this section includes both an express refusal or a refusal implied by conduct.
- B. If Contractor refuses to respond to a call for service, then a **\$250.00** per call liquidated damages fee will be imposed against the Contractor, which Contractor shall pay within ten (10) days of the refusal. The amount was calculated and agreed to by the parties to be a reasonable determination of the damages incurred, and is not a penalty.
- C. Contractor shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the City, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond the Contractor's reasonable control, including any

curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Contractor or property or equipment of others which is deemed under the Operational Control of the Party. A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by the Contractor. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Contractor shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

SECTION 5 MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. If Contractor is a City rotation tow service provider, a call out under this Agreement does not constitute a rotation call out.
- B. City shall make its facilities accessible, if necessary, to Contractor as required for Contractor's performance of its services under this Contract, and, upon request of Contractor, provide labor and safety equipment as required by Contractor for such access.
- C. Pursuant to the City's business license ordinance, Contractor shall obtain a City business license prior to commencing work.
- D. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Contractor to practice its profession.
- D. Contractor shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Contractor performs under this Contract. Any and all taxes imposed on Contractor's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Contractor. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of City. Contractor shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other

City benefit. The work being performed by Contractor is outside the usual course of the City's business and Contractor is customarily engaged in the trade, occupation and/or business of the type required in this Contract.

- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Contractor may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Contractor shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Contractor shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City shall determine to be necessary.
- G. Contractor, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- H. Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Contractor shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.
- I. Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Contractor's profession. All products of whatsoever nature which Contractor delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Contractor and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.
- J. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Contractor in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Contractor. City

shall release, defend, indemnify and hold harmless Contractor from all claims, costs, expenses, damage or liability arising out of or resulting from City's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Contractor, except for use by City on those portions of the City's project for which such items were prepared.

- K. Contractor, including its employees, agents, and subcontractors, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Contractor shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Contractor shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Contractor's economic interest, and 2) if required by the City Attorney, Contractor shall file financial disclosure forms with the City Clerk.

SECTION 6. INSURANCE

- A. Unless modified in writing by City, Contractor shall maintain the following noted insurance during the duration of the Contract:

| <u>Coverage</u> | <u>Required</u> | <u>Not Required</u> |
|--|-----------------|---------------------|
| Commercial General Liability | X | |
| Comprehensive Vehicle Liability | X | |
| Workers' Compensation and Employers' Liability | X | |
| Professional Liability (Errors and Omissions) | | X |

(Place an "x" in the appropriate box)

- B. Coverage shall be at least as broad as:
1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;
 2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
 3. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and

Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents and volunteers;

4. The City does not accept insurance certificates or endorsements with the wording "but only in the event of a named insured's sole negligence" or any other verbiage limiting the insured's insurance responsibility.
- C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- D. The General Liability shall contain or be endorsed to contain the following provisions:
1. City, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.
 2. The insurance coverage of Contractor shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
 3. Coverage shall state that the insurance of Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to City. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to City.
- E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

- F. Contractor shall designate the City as a Certificate Holder of the insurance. Contractor shall furnish City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: City Manager, City of Anderson, 1887 Howard Drive, Redding, CA 96007. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City prior to the commencement of contracted services. City may withhold payments to Contractor if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.
- G. The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, without limitation, provisions concerning indemnification.
- H. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Contractor shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Contractor shall immediately notify City. No later than three (3) calendar days after the event, Contractor shall submit a written report to City containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Contractor's insurance company; and 4) a detailed description of the damage and whether any City property was involved.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS

- A. Contractor, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Contractor its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.
- B. The Contractor's obligation to defend, indemnify and hold harmless shall not be excused because of the Contractor's inability to evaluate liability. The Contractor

shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by the City, unless this time has been extended in writing by the City. If the Contractor fails to accept or reject a tender of defense and indemnity in writing delivered to City within thirty (30) calendar days, in addition to any other remedy authorized by law, the City may withhold such funds the City reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Contractor accepts or rejects the tender of defense in writing delivered to the City, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Contractor herein.

- C. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.
- D. City shall have the right to approve or disapprove the legal counsel retained by Contractor pursuant to this Section to represent City's interests. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing the obligations set forth in this Section.

SECTION 8. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

- A. This Contract shall be deemed to have been entered into in Anderson, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by City and Contractor. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Contract.
- C. No covenant or condition to be performed by Contractor under this Contract can be waived except by the written consent of City. Forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Contractor of said covenant or condition is complete, City shall be entitled to invoke any remedy available to City under this Contract or by law or in equity despite said forbearance or indulgence.

- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.
- F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- H. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Contractor.

SECTION 9. SURVIVAL

The provisions set forth in Sections 3 through 7, inclusive, of this Contract shall survive termination of the Contract.

SECTION 10. COMPLIANCE WITH LAWS - NONDISCRIMINATION

- A. Contractor shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

- B. In the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 11. REPRESENTATIVES

- A. City's representative for this Contract is the Lt. Steve Blunk, telephone number (530) 378-6618, fax number (530) 378-6625. All of Contractor's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Contractor's representative for this Contract is Sean Perry, telephone number (530) 515-3152. All of City's questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

SECTION 12. NOTICES

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

| | |
|--|---|
| <p>To City: Anderson Police Department Attn: Lt. Steve Blunk 2220 North Street Anderson, CA 96007 530-378-618</p> | <p>To Contractor: Sean Perry, Managing Member All Car and Truck Towing, LLC 7024 Hwy. 273 Anderson, CA 96007</p> |
|--|---|

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.
- C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

SECTION 13. AUTHORITY TO CONTRACT

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Contractor or otherwise substantially change the scope of the services provided herein.

SECTION 14. DATE OF CONTRACT

The date of this Contract shall be the date it is signed by City.

IN WITNESS WHEREOF, City and Contractor have executed this Contract on the days and year set forth below:

**CITY OF ANDERSON,
A Municipal Corporation**

Dated: _____, 20____

By: JEFF KISER
City Manager

APPROVED AS TO FORM:

COLLIN BOGENER
City Attorney

ATTEST:

By: CHRISTY WHITE, City Clerk

**CONTRACTOR
ALL CAR AND TRUCK TOWING, LLC**

Dated: _____, 2022

By: _____

Sean Perry, Member Manager

Tax ID No.: _____

EXHIBIT A

**PROPOSAL FORM FURNISH TOWING SERVICES FOR THE CITY OF ANDERSON
ABANDONED VEHICLE ABATEMENT**

The undersigned agrees, if this bid is accepted within thirty (30) days of the bid close date, to sign the contract with the City of Anderson and complete the work specified in these bid documents for a three (3) year period beginning on the date of the Notice to Proceed for the following amount for each vehicle towed:

Name of Bidder: ALL CAR AND TRUCK TOWING, LLC

Location/Address of Secured Compound 7024 Hwy 273, ANDERSON CA 96007

Bid Group I - Cars, Trucks, Travel and Utility Trailers with length 21 feet or less:

| Miles | Price |
|--------------|-----------|
| 0- 20 Miles | \$ 155.00 |
| 21- 40 Miles | \$ 195.00 |
| 41- 60 miles | \$ 235.00 |
| 61+ Miles | \$ 275.00 |
| | |

Bid Group II - Motor Homes, Buses and Boats with length 21 feet or less:

| Miles | Price |
|--------------|-----------|
| 0- 20 Miles | \$ 250.00 |
| 21- 40 Miles | \$ 295.00 |
| 41- 60 miles | \$ 335.00 |
| 61+ Miles | \$ 375.00 |
| | |

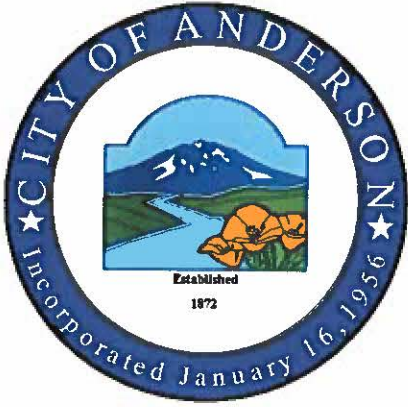
Bid Group III - Cars, Trucks, Travel and Utility Trailers, Motor Homes, Buses and Boats with length greater than 21 feet:

| Miles | Price |
|--------------|-----------|
| 0- 20 Miles | \$ 375.00 |
| 21- 40 Miles | \$ 415.00 |
| 41- 60 miles | \$ 455.00 |
| 61+ Miles | \$ 555.00 |
| | |

The rates quoted herein are firm, and are not subject to change.

Fuel surcharges during the contract period will not be allowed.


The City reserves the right to reject any or all bids.



AGENDA ITEM

April 19, 2022, City Council Meeting

Approved for Submittal By:


Jeff Kiser, City Manager

To Be Presented By:


Jeff Kiser, City Manager

To: Honorable Mayor and Members of the Anderson City Council

From: Jeff Kiser, City Manager

Date: April 19, 2022

SUBJECT

Remove and replace CCTV equipment in existing 2003 Ford E350 camera truck.

RECOMMENDATION

1. **Receive a Staff Report**
2. **Award the contract to Aries Industrial, Inc.; and**
3. **Authorize the City Manager to sign the agreement.**

FISCAL IMPACT

The fiscal impact to the sewer fund is approximately \$135,105.00.

DISCUSSION and BACKGROUND

The current sanitary sewer camera equipment and software was put into service over ten years ago. At that time, the camera system was pieced together with an older existing camera system. The current equipment has a combined life of over eighteen years in service. Due to the age, condition, and use of equipment in harsh environments it has well surpassed its useful life. Over the past few years, the camera and/or tractor (driving unit) has been sent to the shop for numerous costly repairs. Each time the camera and/or tractor

goes in for repairs it typically takes two weeks to get a diagnosis, then an additional week or two for repairs. In the meantime, the collections crew fall further behind on the scheduled preventative maintenance that needs to be conducted for state compliance. The second issue is the outdated and unsupported software program 'PipeOptix'. This program is used to collect and compile the video footage. It takes multiple attempts at restarting the laptop before the collections crew can get the software working semi-accurately to collect the information. This compounds the problem of equipment failures.

A new retrofit system will be beneficial to monitoring one of the city's most critical pieces of infrastructure. Not only will this increase productivity but will allow collection staff to compile an accurate comprehensive mainline report. These reports will then be prioritized. This will allow the sewer department to identify areas in need of attention prior to a sanitary sewer backup or structural failure. With our ongoing preventative maintenance program, we can identify deteriorating areas in the cities infrastructure and take preventative measures to mitigate foreseeable failures in the system.

At this time, we have two companies that have submitted quotes for the complete retrofit of our current camera truck. These companies are Aries Industries and Jack Doheny Company with the IBAK system. After a close review of both quotes and consultation with the collections staff, I would recommend selecting Aries Industries for the retrofit.

| |
|-------------------|
| ATTACHMENT |
|-------------------|

Quote - Aries Retrofit



INDUSTRIES, INC.
550 Elizabeth Street
Waukesha, WI 53186

QUOTATION

Quote Number: 31137

Phone 262-896-7205 Fax: 262-896-7099

Page: 1 of 1

| | |
|---|--|
| <p>Quote To: Nick Jones City of Anderson 1887 Howard St. Anderson CA 96007 USA</p> <p>Phone: 530-378-6626 Fax: 530-378-6629 njones@ci.anderson.ca.us</p> | <p>Date: 4/14/2022 Valid Thru: 5/14/2022 Sales Person: Dave Chapman Terms of Sale: FOB Dest PPD Payment Terms: Net 30 Days Ship Via: Other</p> <p>Fax: dave.chapman@ariesindustries.com</p> |
|---|--|

US Dollars

| Line | Part Number | Quantity | Description | Unit Price | Extended Price |
|--|-------------------------|----------|---|------------|----------------|
| <i>Per specifications dated April 14, 2022 Estimated delivery TBD, typical 30-45 days after receipt of vehicle</i> | | | | | |
| 1 | CFG-Trk-1721 | 1.00 EA | Anderson, CA PF System for Waukesha Retrofit | 126,225.00 | \$126,225.00 |
| 2 | 970000 | 1.00 EA | In-Field Training by Aries Staff on Aries Equipment | | \$0.00 |
| <i>Line as for order fulfillment purposes only</i> | | | | | |
| 3 | OPTION - TR3320 Upgrade | 1.00 EA | Delete TR3300 Tractor & Add TR3320 Tractor | 8,880.00 | \$8,880.00 |

I accept the Terms and Conditions of this Quotation.

PO #: _____

Name: _____

Title: _____

Signature: _____

Sub Total: \$135,105.00

Misc. Charges: \$0.00

Total: \$135,105.00

*** TOTAL SUBJECT TO CHANGE FOR TAXES AND FREIGHT ***
A restocking charge of 15% will apply to all unused returned parts



Pipeline Television Inspection System in Existing Step Van

This sewer television system is delivered complete, ready for operation. The system includes a pan/tilt/zoom camera and transporter with inspection capacity from relined 6" to 24" lines. New outfitting items for the City's 2003 E350 step van are also included as described below. The existing emergency lighting / exterior outfitting, generator and any remote start panel and shore power system, roof A/C, washdown sprayer, printer, downhole guide equipment, side walls, ceiling, and flooring will be retained. Retrofit of the vehicle will take place at the Aries outfitting facility in Waukesha, WI. Round trip wheels-up transportation is included.

REF Quote Line 1 – New TV System and Outfitting

1 New wiring items, including:

- 1 Auxiliary battery, 12V DC and case
- 1 DC converter, 45A
- 1 Electric distribution panel and circuit breaker box, 8-space
- 1 DC fuse panel

1 Stepvan "Command Center" control room interior including:

- 1 Bulkhead wall and pass through door with window, tigris laminate
- 1 Modular control center, 19" rack mounted above the desktop
- 1 Generator housing along passenger side wall, Lonplate top
- 1 Control desk along driver side wall
- 1 Standard electrical upfitting package
- 1 LED lighting system with dimmer switch
 - 1 LED dome light with timer and switch by walkthrough door
- 1 Operator chair, swivel with casters

1 Stepvan equipment room interior including:

- 1 Standard electrical upfitting package
- 1 LED lighting system
 - 1 LED dome light with timer and switch by rear body door
- 1 Fire extinguisher, 10lb, 4A60 B:C rating, OSHA/DOT-approved
- 1 Tie down brackets, shipped loose for floor installation
- 1 Work bench with Lonplate worktop and vise
 - 1 Storage cabinet over work bench with light underneath
- 1 7-drawer tool chest with locking hasp

1 Equipment hoist, 500lb. rating, with drop-down boom storage

- 1 Floor mounting kit with floor reinforcement

2 19" LCD flat panel monitor, TV/PC viewing, mounted above control room desktop

1 19" LCD flat panel monitor, TV viewing, mounted rear viewing in equipment room

- 1 Aries VL5000 video data display including:**
 - 1 Data display control module, panel mounted
 - 1 Alpha/numeric full QWERTY keyboard for video titling and report data input for VL5000 display
 - 1 Set of interconnect cables

- 1 Laptop computer, with features including:**
 - 7th Generation Intel Core i5-7300U, Dual Core, 2.6GHz, 3MB cache
 - Windows 10 Professional 64bit
 - Intel Core i5-7300U processor base, Intel HD graphics 620
 - 8GB (1x8GB) DDR4 memory
 - Internal backlit dual pointing keyboard
 - 500GB 2.5" SATA (7,200 rpm) hard drive
 - Intel dual band wireless-AC 8265AC
 - 15.6 HD (1920x1080) anti-glare LCD with camera
 - Primary 4-cell 68W·hr battery
 - Windows 10 DVD OS recovery(English)
 - Power cord : US
 - 65 Watt AC adaptor
 - Laptop docking station

- 1 WinCan VX Lite software package, including:**
 - Section data collection
 - Basic reporting
 - Data viewing tool
 - Map viewer
 - Photo assistant
 - WinCan Draw
 - Meta database tool
 - Database transfer tool with SQL and Oracle option
 - Multiple inspections
 - Grading/scoring tool
 - MPEG 1 video creation
 - Text generator control
 - 1 Video capture device

- 1 Year of enrollment in WinCan Infinity Support Plan, Including:**
 - Unlimited phone, email, and remote internet technical support
 - Unlimited maintenance upgrades and version upgrades
 - 5 hours per year of Webex training
 - Same day support and service

- 1 Aries PC5100 Master Controller system, multi-conductor, including:**
 - 1 System power supply and control unit, 19" rack mount
 - 1 Pegasus system control software, loaded on USB flash drive
 - 2 Wireless Xbox One X style handheld controller
 - 1 Wire for direct hook up / charging of Xbox One X style controller

- 1 Wall mounted USB port for controller**

1 Aries PE3430 Pathfinder series zoom, pan & tilt camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:

- Pathfinder zoom pan and tilt camera w/ multi-axis infinite rotation
- Integrated on-demand self-cleaning lens wiper system
- 120X zoom (10X optical & 12X digital)
- High-resolution 480(V) x 720(H) output
- Auto-focus with manual override
- Auto-iris with manual override
- Maintenance-free forward-facing white LED lighting located in the camera forks
- Maintenance-free directional white LED lighting that follows the camera's field of view
- White balance optimization with (4) selectable settings
- High-sensitivity camera sensor for low-light applications
- "Starlite" low-light level amplification feature with (4) user selectable amplification steps
- Automatic home feature with forks at top and bottom of camera head
- Robust, environmentally sealed camera for use in live pipe, including:
 - Scratch-resistant sapphire lens window
 - Camera recessed behind forks for frontal impact protection
 - Camera housing with hardened metal finishes and non-corrosive metals
 - Recessed fasteners & no camera protrusions
- Proportionately slowed camera movements when zooming
- Fast-check internal pressure monitoring system
- On-screen camera diagnostics functions including:
 - Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.
- 1 Camera storage and transport case
- 1 Camera nitrogen recharge kit

1 Aries TR3300 Pathfinder steerable self-propelled transporter for relined 6" to 24" lines, including:

- 1 Tractor assembly with continuous duty drive motors
- 6 Rubber wheels, 3" diameter
- 4 Rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 5" diameter
- 1 Manual camera lifting mechanism
- 1 Rear viewing camera with LED lighting
- 1 512 Hz detachable locating beacon
- 1 Integrated inclinometer system
- 1 Auxiliary detachable light head
- 1 Storage and transport case
- 1 Set maintenance parts

4 Double wide "dually" extended hub wheels for larger lines, 5" diameter

- 2 Carbide impregnated high traction wheels, 3" diameter
- 2 Carbide impregnated high traction wheels, 4" diameter
- 2 Extended hub carbide impregnated high traction wheels, 4" diameter
- 2 Extended hub carbide impregnated high traction wheels, 5" diameter

- 1 Aries PR3320 Pathfinder cable and reel assembly, including:**
 - 1 1000' of lightweight low friction multi-conductor cable
 - 1 Heavy-duty frame, drum and motor assembly with clutch and cable level wind assembly
 - 1 Front control box with distance display and electrical controls, weather resistant
 - 1 Emergency hand crank arm
 - 1 Spare cable termination kit
 - 1 Sealed continuous contact collector assembly, 12 slip rings minimum
 - 1 Telescoping swivel cable guide roller assembly
 - 1 Pathfinder system test cable
 - 1 Reel controller with desktop mounting devices
 - 1 Interconnect cable to TV system electronics
 - 1 Drip pan with drain

- 1 Mounting bridge with tractor storage underneath**

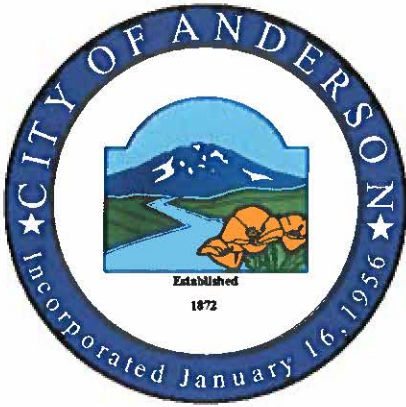
- 2 Operation / maintenance and spare parts manuals**
 - 1 Maintenance tool kit**
 - 1 Round trip transportation, wheels-up**
 - 2 Days of training, software**
 - 1 One year warranty, TV system**

REF Quote Line 2 – Onsite

- 1 Day of training**

REF Quote Line 3 – Substitute for TR3300

- 1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 24" lines, including:**
 - 1 Tractor assembly with continuous duty drive motors
 - 6 Rubber wheels, 3" diameter
 - 4 Rubber wheels, 4" diameter
 - 4 Extended hub rubber wheels, 4" diameter
 - 4 Extended hub rubber wheels, 5" diameter
 - 1 Remotely-operated electric camera lifting mechanism
 - 1 Fast-check pressure monitoring system
 - 1 Rear viewing camera with LED lighting
 - 1 512 Hz internal locating beacon
 - 1 Integrated inclinometer system
 - 1 Storage and transport case
 - 1 Set maintenance parts



AGENDA ITEM

April 19, 2022, City Council Meeting

Approved for Submittal By:

Jeff Kiser
Jeff Kiser, City Manager

To Be Presented By:

Jeff Kiser
Jeff Kiser, City Manager

To: Honorable Mayor and Members of the Anderson City Council

From: Jeff Kiser, City Manager

Date: April 19, 2022

SUBJECT

Amendments to the Memorandum of Understanding with the Anderson Police Officers Association (APOA).

RECOMMENDATION

The City Manager recommends that the City Council:

Adopt a Resolution approving amendments to the Memorandum of Understanding (MOU) negotiated between representatives of the City of Anderson and representatives of the Anderson Police Officers Association, and

Authorize the Finance Director to amend the Fiscal Year 2021-2022 budget in the amount of \$ 60,000.

FISCAL IMPACT

Implementation of the amendments to the MOU are projected to be \$ 60,000 to the General Fund for Fiscal Year 2021-2022.

DISCUSSION and BACKGROUND

The current national economic political climate has made hiring for Police Officers very difficult. The need for policing however has not diminished. Many agencies across the State

are looking for ways to recruit and retain Police Officers to maintain the safety of our communities. The City of Redding has just approved a substantial hiring bonus in hopes of drawing qualified applicants to their organization. While the City of Anderson admittedly is a much smaller City than Redding, our need for qualified police officers is the same. As such it is important that the City of Anderson provide competitive wages and benefits to recruit and retain qualified individuals.

Therefore, staff is recommending the following wage adjustments for members of the Anderson Police Officers Association as follows:

| 5/1/2022 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
|----------------|--------|--------|--------|--------|--------|--------|--------|-----------|
| Police Recruit | 34.61 | | | | | | | Monthly |
| Police Officer | 39.80 | 41.79 | 43.88 | 46.07 | 48.37 | 50.79 | 53.33 | 9,244.44 |
| Sergeant | 56.00 | 58.80 | 61.74 | 64.82 | - | | | 11,235.98 |
| | | | | | | | | |

The contract with the Anderson Police Officer’s Association additionally adds 5 incentives for retention and certification pay.

| |
|--------------------|
| ATTACHMENTS |
|--------------------|

1. Proposed Resolution approving amendments to the MOU with the APOA.
2. Executive Summary (APOA).
3. Redline of Memorandum of Understanding (APOA)

RESOLUTION NO. 22-__

**APPROVING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF THE CITY OF ANDERSON
AND REPRESENTATIVES OF THE
ANDERSON POLICE OFFICERS ASSOCIATION**

WHEREAS, representatives of the City of Anderson (City) and representatives of the Anderson Police Officers Association (APOA) have met and conferred in good faith in accordance with California law; and

WHEREAS, the representatives of the parties have reached agreement to amend the existing Memorandum of Understanding (MOU) which was effective on November 1, 1985; and

WHEREAS, the City Council of the City of Anderson directs the Finance Director to amend the Fiscal Year 2021-2022 budget for the adjustments to the MOU with the Anderson Police Officer's Association;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves:

The Memorandum of Understanding, attached hereto as Exhibit A, which incorporates all amendments negotiated between the representatives of the City and the APOA, to be effective May 1, 2022; and directs the Finance Director to amend the budget as follows:

| Account | Description | Current | Proposed | Change |
|-------------------|-------------|----------------|-------------|----------------|
| 001-3126-5101.000 | Salaries | \$3,793,826.00 | \$60,000.00 | \$3,853,826.00 |

PASSED AND ADOPTED by the City Council of the City of Anderson this 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Baron Browning, Mayor

ATTEST:

Christy White, City Clerk

**EXECUTIVE SUMMARY OF MOU AMENDMENTS
CITY OF ANDERSON-ANDERSON POLICE OFFICERS ASSOCIATION**

SUBJECT

SUMMARY

Effective Date: Changes effective May 1, 2022.

Term: Five (5) years through December 31, 2025. (unchanged)

Salary: Salary - 17% increase to base salary:

The salary schedule beginning May 1, 2022 is the following:

| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Canine Officer ¹ | \$16.30 | | | | | | | |
| Police Officer ^{2,3,4,5,6} | \$39.80 | \$41.79 | \$43.88 | \$46.07 | \$48.37 | \$50.79 | \$53.33 | \$9,244 |
| Sergeant ^{2,3,4,5} | \$56.00 | \$58.80 | \$61.74 | \$64.82 | - | - | - | \$11,236 |

All other terms of the approved agreement remain in place through December 2025.

EXHIBIT "A"

SCHEDULE OF WAGE RATES

Effective: January 1, 2021

| Classification | Salary Step Hourly Pay Rate | | | | | | | Top Step Monthly Equivalent |
|--|--------------------------------|---------|---------|---------|---------|---------|---------|-----------------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| Canine Officer ¹ | \$13.06 15.99 | | | | | | | |
| Police Officer ^{2,3,4,5,6} | \$32.24 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.15 | \$43.21 | \$7,490 |
| Sergeant ^{2,3,4,5} | \$45.61 | \$47.89 | \$50.27 | \$52.79 | - | - | - | \$9,150 |

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¹ Hourly rate for canine care and maintenance purposes only as described in Section 12.9.

² Any classification shown may be assigned the canine handler responsibilities described in Section 12.9. An employee in this assignment shall have their pay rate increased by five (5) percent.

³ Any classification shown may be assigned to investigation or Shasta Interagency Narcotics Task Force responsibilities described in Section 11.5. Employees in these assignments shall have their pay rate increased by five (5) percent.

⁴ Any classification shown may be assigned to School Resource Officer or Traffic Specialist (Motor Officer) and shall have their pay rate increased by five (5) percent during the term of this assignment.

⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

EXHIBIT "A"

SCHEDULE OF WAGE RATES

Effective: January 1, 2022

| Classification | Salary Step Hourly Pay Rate | | | | | | | Top Step Monthly Equivalent |
|--|--------------------------------|---------|---------|---------|---------|---------|---------|-----------------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| Canine Officer ¹ | \$13.06 16.30 | | | | | | | |
| Police Officer ^{2,3,4,5,6} | \$32.88 | \$34.53 | \$36.25 | \$38.07 | \$39.97 | \$41.97 | \$44.07 | \$7,639 |
| Sergeant ^{2,3,4,5} | \$46.52 | \$48.85 | \$51.28 | \$53.85 | - | - | - | \$9,334 |

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⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

SCHEDULE OF WAGE RATES

Effective: May 1, 2022

| Classification | Salary Step Hourly Pay Rate | | | | | | | Top Step Monthly Equivalent |
|--|--------------------------------|---------|---------|---------|---------|---------|---------|-----------------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| <u>Canine Officer</u> ¹ | \$16.30 | | | | | | | |
| <u>Police Officer</u> ^{2,3,4,5,6} | \$39.80 | \$41.79 | \$43.88 | \$46.07 | \$48.37 | \$50.79 | \$53.33 | \$9,244 |
| <u>Sergeant</u> ^{2,3,4,5} | \$56.00 | \$58.80 | \$61.74 | \$64.82 | - | - | - | \$11,236 |

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⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

SCHEDULE OF WAGE RATES

Effective: January 1, 2023

| Classification | Salary Step Hourly Pay Rate | | | | | | | Top Step Monthly Equivalent |
|--|--------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| Canine Officer ¹ | \$13.06 16.62 | | | | | | | |
| Police Officer ^{2,3,4,5,6} | \$33.54 40.59 | \$35.22 42.62 | \$36.98 44.76 | \$38.83 46.99 | \$40.77 49.34 | \$42.81 51.81 | \$44.95 54.40 | \$7,791 9,429 |
| Sergeant ^{2,3,4,5} | \$47.45 57.12 | \$49.83 59.97 | \$52.31 62.97 | \$54.93 66.12 | - | - | - | \$9,521 11,461 |

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⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

SCHEDULE OF WAGE RATES

Effective: January 1, 2024

| Classification | Salary Step Hourly Pay Rate | | | | | | | Top Step Monthly Equivalent |
|-------------------------------------|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| Canine Officer ¹ | \$13.06 16.95 | | | | | | | |
| Police Officer ^{2,3,4,5,6} | \$34.21 41.41 | \$35.92 43.48 | \$37.72 45.65 | \$39.61 47.93 | \$41.59 50.33 | \$43.67 52.85 | \$45.85 55.49 | \$7,947 9,618 |
| Sergeant ^{2,3,4,5} | \$48.40 58.26 | \$50.83 61.17 | \$52.36 64.23 | \$56.03 67.44 | - | - | - | \$9,712 11,690 |

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⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

SCHEDULE OF WAGE RATES

Effective: January 1, 2025

| Classification | Salary Step Hourly Pay Rate | | | | | | | Top Step Monthly Equivalent |
|-------------------------------------|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| Canine Officer ¹ | \$13.06 17.28 | | | | | | | |
| Police Officer ^{2,3,4,5,6} | \$34.89 42.23 | \$36.64 44.35 | \$38.47 46.56 | \$40.40 48.89 | \$42.42 51.34 | \$44.54 53.90 | \$46.77 56.60 | \$8,107 9,810 |
| Sergeant ^{2,3,4,5} | \$49.37 59.42 | \$51.85 62.40 | \$54.43 65.51 | \$57.15 68.79 | - | - | - | \$9,906 11,924 |

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¹ Hourly rate for canine care and maintenance purposes only as described in Section 12.9.

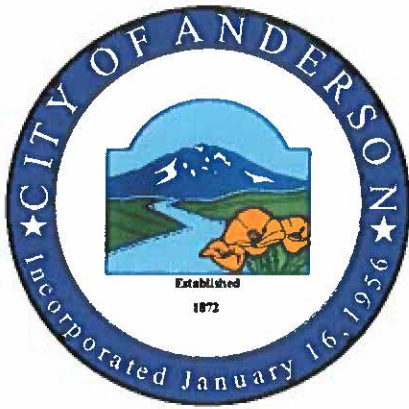
² Any classification shown may be assigned the canine handler responsibilities described in Section 12.9. An employee in this assignment shall have their pay rate increased by five (5) percent.

³ Any classification shown may be assigned to investigation or Shasta Interagency Narcotics Task Force responsibilities described in Section 11.5. Employees in these assignments shall have their pay rate increased by five (5) percent.

⁴ Any classification shown may be assigned to School Resource Officer or Traffic Specialist (Motor Officer) and shall have their pay rate increased by five (5) percent during the term of this assignment.

⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.



AGENDA ITEM

April 19, 2022 City Council Meeting

Approved for Submittal By:


Jeff Kiser, City Manager

To Be Presented By:


Jeff Kiser, City Manager

To: Honorable Mayor and Members of the Anderson City Council
From: Jeff Kiser, City Manager
Date: April 19, 2022

SUBJECT

Update of City of Anderson Personnel Rules

RECOMMENDATION

The City Manager recommends that the City Council:

Adopt a resolution approving amendment to the City of Anderson Personnel Rules.

FISCAL IMPACT

None. The proposed update reflects previously adopted resolutions and current practice.

DISCUSSION and BACKGROUND

In 1973, the City Council adopted Ordinance No. 291 establishing a uniform personnel system, and adopted Resolution No. 73-35 establishing Personnel Rules. The Personnel Ordinance has been codified as Chapter 2.56 of the Anderson Municipal Code. Over the ensuing thirty years, the City's Personnel Rules have been modified many times by various City Council resolutions.

The proposed resolution will amend the Personnel Rules by adding a new section to, "Overtime Compensation" (d), to clarify the non-contract management structure as follows:

EXECUTIVE LEVEL

Assistant City Manager
Police Chief
Public Works Director
Finance Director
Development Services Director
Parks and Recreation Director

SWORN PUBLIC SAFETY MID-MANAGEMENT LEVEL

Police Captain
Police Lieutenant

MID-MANAGEMENT LEVEL

City Clerk
Finance Office Manager
Building Official
Chief WWTP Operator
Deputy Public Works Director
Public Works Superintendent
Support/Administrative Services Manager
Community Engagement Manager

CONFIDENTIAL EMPLOYEES

Administrative Assistant
Deputy City Clerk

In addition, for purposes of determining wages and benefits, the sworn Public Safety Mid-Management Level employees will be linked to the sworn Public Safety salary and benefit schedule.

Nothing in this document supersedes the represented members Memorandum of Understandings (MOUs); this document only applies to non-represented employees or in areas where MOU's are silent.

ATTACHMENT

1. Proposed Resolution

RESOLUTION NO. 22-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANDERSON
APPROVING AMENDMENTS TO THE CITY OF ANDERSON PERSONNEL RULES**

WHEREAS, in accordance with Chapter 2.56 of the Anderson Municipal Code, the City Manager recommends that the City Council adopt an update of the City of Anderson Personnel Rules; and

WHEREAS the proposed update incorporates previous resolutions approved by the Anderson City Council and reflects current practice,

WHEREAS, the Anderson City Council desires to adopt the recommended updated Personnel Rules.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and adopts:

- (1) The amendments and additions to the City of Anderson Personnel Rules, attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Anderson this 19th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Baron Browning, Mayor

ATTEST:

Christy White, City Clerk

PERSONNEL RULES

PREFACE

The Personnel Rules and the Personnel Ordinance, both adopted by the City Council, provide the basis for a sound, modern, and effective personnel system for the City of Anderson. By their adoption, the City Council has created a system that makes possible the appointment of the best qualified persons available to serve the City's residents, fair and equitable working conditions for all employees on the City's staff, and the retention and advancement of employees on the basis of their capabilities and performance.

The creation of a personnel system by action of the City Council does not automatically result in the City of Anderson having the improved plan of personnel administration provided for in the Personnel Ordinance and in these Rules. Such a system will only fulfill its purposes if diligently and properly administered and has the full support of all parties involved -- the Council, City Manager, department heads, and employees.

With the opportunity made available to the City of Anderson to conduct its personnel function according to the best principles of modern personnel administration as provided for in these Personnel Rules, the basis has been established for the successful future development of our City and for strengthening the administration of its affairs.

CITY OF ANDERSON PERSONNEL RULES

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Adopted by Resolution No. 03-87; Amended by Resolution No.'s: 03-93, 03-95, 04-11, 04-18, 05-58, 06-22, 06-53, 06-73, 07-22, 07-61, 08-17, 08-39, 08-59, 09-03, 09-63, 10-16, 11-03, 12-60, 12-69, 13-05,15-10),

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RULE I
GENERAL PROVISIONS

1. **Fair Employment**
 - a. No question in any test, or in any application form, or by any appointing authority, shall be so framed as to attempt to illicit information concerning political or religious opinions or affiliations of any applicants or employees of the City. No appointment to or removal from a position shall be affected or influenced in any manner by political or religious opinions or affiliations.
2. **Meet and Confer**
 - a. The City Manager shall negotiate those matters, which are subject to the "meet and confer" process as specified under Section 3505 of the Government Code of the State of California.
3. **Violation of Rules**
 - a. Violation of the provisions of these rules shall be grounds for suspension, demotion, or discharge.
4. **Amendment and Revision of Rules**
 - a. Recommendations for amendments and revisions of these rules may be made by the Personnel Officer or by any interested party through the Personnel Officer. Proposed amendments or revisions shall be publicly posted for at least five consecutive days prior to consideration by the City Council. At the time of consideration, any interested party may appear and be heard. Amendments and revisions shall become effective upon adoption by resolution by the City Council following such hearing.
5. **Department Rules**
 - a. These rules do not preclude individual City departments from developing and administering supplemental personnel rules, so long as they do not conflict with these rules or other Council resolutions and ordinances.
6. **Seniority**
 - a. Seniority shall be defined as the employee's length of continuous uninterrupted service with the City since his/her date of hire.
 - b. Seniority shall be terminated by:
 - (1) Discharge for cause.

(2) Voluntary termination.

- c. Subject to most qualified employee considerations, those employees with the greatest length of service shall be given preference in determining work schedules, vacations, appointments, promotions, transfers, and layoffs within the City's service.
- d. There shall be established a separate seniority list for all employees employed as full-time and part-time and/or as temporary part-time.

7. Memorandum of Understanding

- a. These rules are superceded by Memorandums of Understanding entered into between the City of Anderson duly recognized bargaining units of City employees, resolutions providing for changes to pay and benefits for Management and Confidential employees, and other employee groups.

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RULE II
CLASSIFICATION PLAN

1. **Establishment of Plan**

- a. The Personnel Officer, or a person or agency employed for that purpose, shall ascertain and record the duties and responsibilities of all positions in the competitive service and shall recommend a classification plan for such positions. Upon adoption of the plan by the Council, the provisions of the classification plan shall be observed in the performance of all personnel actions and activities. The classification plan shall be amended or revised as occasion requires.

2. **Allocation of Positions**

- a. Following the adoption of the classification plan, the Personnel Officer shall allocate every position in the competitive service to one of the classes established by the plan.

3. **Position Changes**

- a. Whenever a department head proposes the establishment of a new position or makes a significant change in the duties and responsibilities of an existing position, the fact shall be reported to the Personnel Officer in the manner prescribed. If the City Manager recommends approval and the Council approves the establishment or change in the position, the Personnel Officer shall allocate the position to one of the existing classes or recommend the establishment of another class to which the position can be appropriately allocated.

4. **Class Titles**

- a. The official class titles shall be used in all personnel, accounting, budget, and financial records. No person shall be appointed to or employed in a position in the City's competitive service under a title not included in the classification plan.

5. Use of Classification Plan

- a. The classification plan is to be used:
- (1) As a guide in recruiting and selecting candidates for appointment.
 - (2) In determining lines of promotion and in conducting training of employees.
 - (3) In determining salaries to be paid in accordance with the principle of equal pay for equal work.
 - (4) In determining personnel service items in departmental budgets.
 - (5) In providing uniform job terminology understandable by City officers and employees and by the general public.

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**RULE III
COMPENSATION PLAN**

1. Establishment of Plan

- a. The Personnel Officer, or a person or agency employed for that purpose, shall prepare a pay plan covering all classes of positions in the competitive service, showing the minimum and maximum rates of pay. The City Manager shall submit the proposed pay plan to the City Council. The Council shall adopt or amend the plan. Thereafter, no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class of position unless the salary schedule for the class is amended in the same manner as herein provided for its adoption.

2. Compensation Policy

- a. In establishing the range in the salary schedule to which each class shall be assigned, the Council and the City Manager shall give appropriate consideration annually to:
- (1) Maintenance of equitable relationships between classes based on their relative duties and responsibilities.
 - (2) The general level of rates paid in appropriate labor markets for comparable work under similar conditions of employment.
 - (3) Current recruitment and retention experience.

3. Special Salary Adjustments

- a. The City Manager may approve placement of employees at appropriate steps in salary ranges to:
- (1) Meet difficult recruitment problems or to obtain persons with markedly superior qualifications.
 - (2) Correct salary inequities or give credit for prior service.
 - (3) Recognize outstanding performance.

4. Overtime Compensation

- a. Overtime is defined as:
- (1) Time worked in excess of forty (40) hours in a workweek.
 - (2) Time worked on a holiday.
- b. Overtime shall be computed to the nearest one-quarter (1/4) hour. Overtime compensation shall be paid at a rate equivalent to one and one-half (1 1/2) times the regular rate of pay.

- c. With the approval of the City Manager and when necessary to perform essential work, a department head may require employees to work at any time beyond the basic workweek as set forth in Rule VIII. Employees required to work overtime compensation under Federal or State law shall be compensated as set forth in 4.b, above.
- d. Employees occupying positions in the following classifications shall not be eligible for overtime compensation, it having been determined that the persons occupying such positions are performing bona fide executive, administrative, or professional duties and are exempt from the overtime provisions of the Fair Labor Standards Act Amendments of 1974:

EXECUTIVE LEVEL
 Assistant City Manager
 Police Chief
 Public Works Director
 Finance Director
 Development Services Director
 Parks and Recreation Director

SWORN PUBLIC SAFETY MID-MANAGEMENT LEVEL
 Police Captain
 Police Lieutenant

MID-MANAGEMENT LEVEL
 City Clerk
 Finance Office Manager
 Building Official
 Chief WWTP Operator
 Deputy Public Works Director
 Public Works Superintendent
 Support/Administrative Services Manager
 Community Engagement Manager

CONFIDENTIAL EMPLOYEES
 Administrative Assistant
 Deputy City Clerk

In addition, for purposes of determining wages and benefits, the sworn Public Safety Mid-Management Level employees will be linked to the sworn Public Safety salary and benefit schedule,

(Reso No.'s: 10-16, 09-63, 08-39, 08-17, 07-61, 06-73, 05-58, 04-18, 03-95, 03-87, 02-69, 00-

Deleted: EXECUTIVE LEVEL ¶
 Assistant City Manager ¶
 City Attorney ¶
 Police Chief ¶
 Public Works Director ¶
 Finance Director ¶
 Development Services Director ¶
 Parks & Recreation Director ¶

¶

MANAGEMENT LEVEL ¶
 City Clerk ¶
 Police Captain ¶
 Police Lieutenant ¶
 Finance Office Manager ¶
 Building Official ¶
 Chief WWTP Operator ¶
 Deputy Public Works Director ¶
 Public Works Superintendent ¶
 Grants & Redevelopment Manager ¶
 Support/Administrative Services Division Manager ¶
 Community Services Manager ¶

¶

CONFIDENTIAL EMPLOYEES ¶
 Administrative Assistant ¶
 Deputy City Clerk

Deleted: ¶

Development Services Director
Parks & Recreation Director

MANAGEMENT LEVEL

City Clerk
Police Captain
Police Lieutenant
Finance Office Manager
Building Official
Chief WWTP Operator
Deputy Public Works Director
Public Works Superintendent
Grants & Redevelopment Manager
Support/Administrative Services Division Manager
Community Services Manager

CONFIDENTIAL EMPLOYEES

Administrative Assistant
Deputy City Clerk

In addition, for purposes of determining wages and benefits, the sworn Public Safety Mid-Management Level employees will be linked to the sworn Public Safety salary and benefit schedule.

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(Reso No.'s: 10-16, 09-63, 08-39, 08-17, 07-61, 06-73, 05-58, 04-18, 03-95, 03-87, 02-69, 00-69, 00-57, 99-24, 95-19, 95-2, 94-64, 93-62, 91-26, 91-7, 90-46, 89-35, 80-28, 80-2, 79-42, 76-55)

5. Uniform Allowances

- a. Upon the original appointment of a police officer, the City shall provide an appropriate badge, hat piece, identification card, collar and coat insignia, sleeve patches, a riot stick, and a copy of the Police Department Rules and Regulations; and upon each future promotion, an appropriate identification card, collar and coat insignia, and sleeve chevrons.
- b. All property provided by the City shall remain the property of the City of Anderson, and all such property shall be surrendered upon termination of employment.
- c. For those employees not covered by a Memorandum of Understanding, a uniform allowance shall be granted on July 1 of each year, and paid with the first check run thereafter, to those miscellaneous sworn and non-sworn employees required to wear a uniform as part of their normal job duties, as

follows:

Support/Administrative Services Division Manager
~~Police Lieutenant~~
Police Captain
Police Chief

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The uniform allowance shall be established annually.

6. Vehicle Allowance

- a. ~~The City will, for the classification of Assistant City Manager, pay a \$200 a month vehicle allowance in lieu of all other reimbursements for driving a personal vehicle on City business.~~ In accordance with NCCSIF insurance requirements, the Assistant City Manager shall maintain personal automobile insurance at a minimum of \$100,000/\$300,000/\$50,000 (bodily injury each person/bodily injury each accident/property damage each accident), said personal automobile insurance being used prior to City insurance in the event of any accident while driving on City business.

7. Certificate Pay

- a. Noncontract management and confidential classification employees who possess and maintain job-required qualified certificates shall have their pay rate increase by an additional 5%. Qualifying job-required certificates are: a) State of California Wastewater Treatment Plant Operator, Grade 5, b) State of California Water Treatment Certificate, c) State of California Pesticide Applicator Certificate, d) State of California Commission of Peace Officers Standards Training Computer Aided Dispatch Instructor Certificate, and e) State of California Commission on Peace Officers Standards Training Management Certificate.

8. Longevity Pay

- a. Noncontract management and confidential classification employees who have worked for the City of Anderson continuously for at least fifteen years shall have their pay rate increased by 5%.

9. Management Leave

- a. All employees designated as Management and Confidential Employees shall be entitled to ten (10) working days management leave each calendar year. Such

leave shall be prorated according to the time of service each year.

- b. Unused management leave shall not be carried over year to year. Following the end of each calendar year, at the time of retirement, or upon separation from the City service, all unused leave for that year will be paid.
- c. Management leave shall not be used to extend any annual vacation leave or other leave in excess of any limits associated with any authorized leave.

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**RULE IV
RECRUITMENT AND SELECTION**

1. **General Policy**

- a. Competition for positions in the City service shall be open to all applicants who meet the qualifications established for the class of position applied for, if it is determined that the position will not be filled through promotion. Public notices shall be given at reasonable times prior to selections for non-promotional vacancies.

2. **Selection Methods**

- a. In making a selection from among applicants to fill vacancies, use may be made of written, oral, or performance tests, evaluations of training and experience, and combination of these, or any other forms or methods of evaluation that will determine fairly and thoroughly the qualifications of applicants. Investigations of the character, personality, education, experience, and physical fitness may also be made, as deemed appropriate.

3. **Eligibility to Compete**

- a. Competition for positions in the City service shall be open to all applicants who meet the qualifications established for the class of position to which the applicant has applied. Public notices shall be given at reasonable times prior to selections.

4. **Promotional Examinations**

- a. Fitness for promotion within the City service shall be determined through competitive examinations open to all qualified employees to the City service. Competition shall be limited to employees who meet the minimum qualifications for the class and who have demonstrated fitness in their present position as certified by their department heads.

5. **Eligible Lists**

- a. The Personnel Officer shall maintain lists of candidates who have been determined to be eligible for selection. An eligible person's name shall be removed from the eligible list for any of the following causes:
- (1) Appointment to fill a full-time permanent position in the class;
 - (2) Expiration of one year from the date of establishing eligibility;
 - (3) Evidence that the eligible person no longer meets the qualifications of the class; or
 - (4) Request of an eligible person that his/her name be removed.

6. Certification of Eligible Persons

- a. Whenever a vacant position is to be filled, the responsible department head shall submit a request for names from the appropriate eligible list. The department head shall consider the candidates submitted and recommend a selection for approval by the City Manager.

7. Seniority List

- a. There shall be established a separate seniority list for all employees employed as full-time and part-time and/or as temporary part-time. When all factors are equal, those employees with the greatest length of service with the City shall be given preference in determining the selection.

8. Medical Examinations

- a. The Personnel Officer shall require a physical examination of any prospective employee, except for employees hired on an emergency basis, part-time employees who are employed in sedentary positions, and part-time Recreation Department Seasonal staff. However, these exempt prospective employees will be required to complete a confidential health questionnaire.
- b. Necessary documents indicating the prospective employee has been given a medical clearance shall be made a part of the personal history file of the individual in the Personnel Office, such file to be kept separate from the employee's regular personnel file.
- c. The Personnel Officer may require a medical examination of a regular employee if, in his/her discretion, it is necessary to determine the employee's physical or mental ability to perform the duties of his/her employment classification.

**RULE V
APPOINTMENTS AND CHANGES OF STATUS**

1. Types of Appointments

- a. Vacancies in positions may be filled by reinstatements, transfer, promotion, demotion, appointment from an appropriate eligible list, or by an appointment of a person under provisional authority.

2. Reinstatement

- a. Any permanent employee who has resigned from the City service in good standing may be reinstated to a position in the same or a similar class within one year from the date of separation on approval of the City Manager. The employee so reinstated shall receive one-half (1/2) credit for past time with the City for sick leave purposes.

3. Transfers

- a. The City Manager may transfer any permanent or probationary employee from one position to another position in another related class, which has reasonably similar qualifications and the same compensation.

4. Probationary Appointments

- a. Probationary appointments shall be made with the approval of the City Manager from among those eligible on an appropriate list that indicate a willingness to accept the position.

5. Provisional Appointments

- a. Provisional appointments may be made with the approval of the City Manager in the absence of eligible lists of persons who meet the minimum qualifications for the class. Within six months of the date of any such appointment, formal selection methods shall be conducted in accordance with Rule IV, 2, and an eligible list established for the class. The provisional appointment must be terminated within 30 days after the establishment of the eligible list.

6. Emergency Appointments

- a. Emergency appointments may be made first from an appropriate eligible list. However, to prevent stoppage of public business, the City Manager may authorize emergency appointments for a period of not to exceed 30 days without regard to the rules on classification, selection, or certification. Service under emergency appointment shall not be credited for purposes of vacation,

sick leave, or salary adjustment.

7. Voluntary Demotions

- a. An employee that becomes physically or mentally incapacitated for the performance of the duties and responsibilities of his/her position, or for other personal reasons, may request demotion to a position in a lower class. Such demotion may be permitted upon the approval of the City Manager.

8. Employee Anniversary Date

- a. Each employee shall be assigned an anniversary date consisting of the day, month, and year of his initial appointment to the City service. .

9. Employment Categories

- a. All personnel hired for positions within the City of Anderson will be placed at the time of selection in one of the following categories:
- (1) Regular Employee: Personnel hired for employment to full authorized positions as set forth in the positional Classification and Compensation Plans. All such employees will be in a probationary status for the required period of time as set forth in Rule VI and will be retained in the City service upon receipt of a satisfactory performance review, recommendation by his supervisor, and approval by the City Manager. Time spent in a temporary or part-time status will be credited to the employee in computing the probationary period.
 - (2) Temporary Employee: Personnel hired for employment of a temporary nature to cover seasonal needs, emergencies, or special assignments not to exceed 960 hours in a pay status.
 - (3) Part-time Employee: Personnel hired for employment wherein hours of work are less than those prescribed in the basic workweek. Personnel hired on a part-time basis will be eligible for vacation and sick leave after the completion of 960 hours in a pay status.
- b. Personnel hired into the City service to fill authorized positions will be further categorized as follows:
- (1) Full-time Regular: Hired to fill an authorized position with hours of work conforming to the basic workweek.
 - (2) Probationary: Hired for a full-time position of indeterminate duration.
 - (3) Part-time Regular: Hired to fill an authorized position with hours of work to be less than the workweek. Employee is eligible for benefits on a prorated basis and receives credit for service, if reclassified.
 - (4) Full-time Temporary: Hired to cover a seasonal, emergency, or special assignment on an 8 hour per day, 40 hour per week basis. Length of employment will be for a specific period of time not to exceed 1000

hours. Personnel in this category will not be eligible for vacation or sick leave.

- (5) **Temporary Employee:** Hired to cover a seasonal, emergency, or special assignment. Personnel in this category will be hired for a specific period of time and will work less than 40 hours per week, not to exceed 960 hours. Personnel will not be eligible for vacation or sick leave; if reclassified to probationary status, benefits will be credited after 960 hours.
- (6) **Part-time Employee:** Hired to work less than full-time and will not be eligible for benefits or receive credit for service if reclassified.

10. **Pay Rates Following Promotion**

- a. An employee receiving a promotion shall be entitled to the rate of pay at the range in which the employee is being promoted, and at the step which is next higher to the employee's present wage rate, but not less than five (5) percent higher, and in any event not more than the top wage rate of the new classification. A new anniversary date for the purpose of annual performance evaluations and future merit step increases shall be established as of the effective date of the promotion regardless of the step in which the employee is placed.

**RULE VI
PROBATIONARY PERIOD**

1. General Requirement

- a. All original and promotional appointments in the competitive service shall be subject to the serving of a probationary period, which shall be considered a part of the selection process. The probationary period shall be six months in length, except for Police Officers, which shall be one year in length. The probationary period may be extended for an additional six months in order to allow the City more time to review the employee's performance prior to attaining regular status.

2. Reports of Performance on Probationers

- a. The department head of a probationary employee shall file with the Personnel Officer a report of performance at the end of the third and sixth months for each employee serving a six month probationary period and at the end of the third, sixth, and twelfth month for those serving a one year probationary period. Copies of these performance reports shall be given to the employee, and it shall be the duty of the department head to discuss the reports with the employee and to provide the training and assistance as may be helpful for the employee to achieve the required standards of performance. The employee shall be considered to have satisfactorily completed his probationary period and have acquired permanent status if the report of performance filed at the end of the probationary period is favorable. Notice of acquiring permanent status shall be given the employee.

3. Termination of Probationary Employees

- a. It shall be the duty of the department head to recommend at any time during the probationary period termination of a probationary employee if his conduct, capacity, moral responsibility, integrity, or work performance is found to be unsatisfactory. A recommendation containing reasons for the termination shall be forwarded to the City Manager for final review and appropriate action.

4. Reinstatement to Former Position

- a. A permanent employee who vacated his position to accept a probationary appointment in a position of a higher class and who was terminated during the probationary period shall have the right of reinstatement to his former position unless unusual circumstances prevail.

**RULE VII
RECORDING OF PERSONNEL ACTIONS**

1. **Required Reporting**

- a. Each department head shall report promptly to the Personnel Officer such information as is required in connection with each appointment, separation, or other transaction affecting the status of positions or employees in the competitive service. Such reports shall be prepared in the manner and on the forms prescribed by the Personnel Officer.

2. **Confidential Records**

- a. Employee personnel records are considered confidential and not open to the public. The personnel record of an employee shall at all times be available for review by the employee.

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RULE VIII
ATTENDANCE AND LEAVES

1. Workweek

- a. A workweek is defined as seven (7) consecutive calendar days, Saturday at 12:00 a.m. through Friday at 11:59 p.m., and a basic workweek is defined as five (5) consecutive workdays of eight (8) hours each, or as stated in the Memorandums of Understanding. The basic workweek may begin on any day of the week or any hour of the day during the workweek.

2. Holidays

- a. Holidays granted to City employees are as follows:
- (1) January 1, known as New Year's Day.
 - (2) Third Monday in January, known as Dr. Martin Luther King, Jr.'s Birthday.
 - (3) February 12, known as Lincoln's Birthday.
 - (4) Third Monday in February, known as Washington's Birthday.
 - (5) Last Monday in May, known as Memorial Day.
 - (6) July 4, known as Independence Day.
 - (7) First Monday in September, known as Labor Day.
 - (8) Second Monday in October, known as "Columbus Day."
 - (9) November 11, known as Veteran's Day.
 - (10) Thanksgiving Day.
 - (11) The day following Thanksgiving Day.
 - (12) The workday before Christmas Day.
 - (13) December 25, known as Christmas Day.
 - (14) Employee's Birthday.
- (i) When a holiday falls on a Saturday, the Friday immediately preceding shall be a paid holiday.
- (ii) When a holiday falls on a Sunday, the Monday immediately following shall be a paid holiday.

b. Holiday Pay

For each such holiday, when not worked, an eligible employee shall receive eight (8) hours' pay, or as stated in the Memorandums of Understanding, at his regular straight-time hourly rate. For each such holiday in fact worked, an eligible employee shall receive eight (8) hours' pay, or as stated in the Memorandums of Understanding, at his/her regular straight-time hourly rate plus time and one-half (1 1/2) pay for all such hours actually worked.

c. **Eligibility Requirements**

In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless on vacation, paid leave, or scheduled to be off. This section shall not be construed to make employees on layoff eligible for holiday pay.

d. **Holiday During Vacation**

When a holiday falls within an eligible employee's approved vacation, he shall receive the appropriate holiday pay.

e. **Employee Birthday**

An employee, with the approval of the department head, may observe the holiday designated as employee's birthday on the employee's birthday; or the holiday may be deferred and scheduled in the same manner as vacations are normally scheduled.

f. **Columbus Day Holiday**

The holiday know as Columbus Day shall be scheduled by employees and their supervisors in the same manner as vacations are normally scheduled and must be taken off within the fiscal year earned.

3. **Vacations**

- a. All regular City employees shall be entitled to annual vacation leave, with pay, according to the number of continuous full calendar years of employment based upon the following scale:

| | |
|--|---|
| 1 through 4 full calendar years of continuous service | 10 working days |
| 5 through 9 full calendar years of continuous service | 15 working days |
| 10 through 14 full calendar years of continuous service | 20 working days |
| For each full year of service after fourteen (14) continuous years of service (beginning in the 15 th year) | employees hired prior to August 17, 1999, shall be granted an additional eight (8) hours accumulation of vacation |

in addition to the 20 days

- b. The times during a calendar year at which an employee may take his annual vacation leave shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. However, no employee shall be absent on annual vacation leave in excess of 20 consecutive working days without the expressed authorization of the City Manager. No accrued vacation time may be used prior to completion of six (6) months of City employment. Vacation leave must be taken in units of not less than one hour at a time.
- c. A maximum of two (2) years of vacation accumulation may be accrued at any time.
- d. The City will, at each management and confidential employee's option during the months of April, July, October and December each year, compensate the employee for up to eighty (80) hours of accumulated vacation per fiscal year. Compensation requested under this section shall be paid on the second pay period.

4. Sick Leave

- a. Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of eight (8) hours per calendar month.
- b. Sick leave shall be allowed for a non-work related absence due to the inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, confinement for medical treatment, or serious illness or disability of a member of the employee's immediate family up to a maximum of twenty-four (24) hours. Immediate family as used herein shall be defined in Rule VIII, 5, a. Whenever any employee is entitled to receive sick leave with pay and also disability insurance benefits, sick leave compensation shall be added to all disability insurance benefits up to a maximum of full pay; but in any event, the combination of sick leave compensation and disability insurance pay shall not exceed one-hundred percent (100%) of the employee's regular pay rate.
- c. Where management believes there is an abuse of sick leave, management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by the City for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to himself, or to fellow employees.

- d. If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.
- e. The City will, for each management and confidential employee with at least 25 years of service with the City of Anderson, at each such employee's option made by October 31 of each year, cash out up to 80 hours of accumulated sick leave at a rate of one-half of the employee's normal rate of pay, to be paid as part of the employee's second paycheck in November.

5. Funeral leave

- a. Regular and probationary employees who are absent from work due to the death of a member of the employee's "immediate family" may receive compensation from accumulated sick leave benefits, if any, at the regular rate of pay for the time necessary to be absent from work, but not to exceed twenty-four (24) working hours. "Immediate family" as used herein includes only employee's spouse, children, brothers, sisters, parents, stepchildren, stepparents, parents-in-law, grandchildren, and grandparents.
- b. The City Manager may grant additional funeral leave from sick leave credits, if any, where special circumstances warrant.

6. Leave of Absence

- a. Leave of absence without pay may be granted to regular employees by the City Manager for urgent and substantial reasons, up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work.
- b. A leave of absence with pay shall be granted to a City employee who serves on a jury or as a witness for the Federal Government, State of California, or a political subdivision thereof. In such cases, the employee shall be paid his/her regular salary, and jury fees he may receive from the court shall be remitted to the City, except pay for travel and meals.
- c. Military leave will be granted in accordance with State law.
- d. An employee who is absent from duty for any reason shall report the reason thereof to his/her department head or the City Manager immediately on the day of absence or before, if possible.
- e. All unauthorized and unreported absences shall be considered as absences

without leave and a deduction of pay shall be made for each period of such absence. Voluntary absence without leave for five (5) consecutive working days shall be considered as an automatic resignation from City service.

7. Management Leave

- a. All employees designated as Management and Confidential Employees shall be entitled to ten (10) working days management leave each calendar year. Such leave shall be prorated according to the time of service each year.
- b. Unused management leave shall not be carried over year to year. Following the end of each calendar year, at the time of retirement, or upon separation from the City service, all unused leave for that year will be paid.
- c. Management leave shall not be used to extend any annual vacation leave or other leave in excess of any limits associated with any authorized leave.

8. Catastrophic Leave

- a. All employees designated as Management and Confidential Employees, or represented by the General Teamsters, Professional, Health Care and Public Employees Local 137, or represented by the Anderson Police Officers Association are eligible for Catastrophic Leave.
- b. Catastrophic Leave is intended to provide an eligible employee authorized paid time-off through voluntary donation of management leave, comp time earned and/or vacation hours.
- c. Donated leave must be specifically designated for the employee who has been approved for Catastrophic Leave.
- d. Catastrophic leave may not exceed six (6) months and must be used within one (1) year of the date of the application is approved.
- e. Only one request for Catastrophic Leave will be approved in a twelve (12) month period. The recipient will not accrue Compensatory Time Off (CTO), holiday and seniority upon receiving Catastrophic Leave.
- f. While using Catastrophic Leave, the employee must prepay the employee portion of the cost of the Health Benefit premium if they wish to continue this benefit.
- g. The Personnel Officer shall provide a copy of the Catastrophic Leave Policy and any required forms to an employee interested in participating in the

Catastrophic Leave Program.

- h. Employees must follow the established Catastrophic Leave Policy per Resolution No. 06-22. Any request for exceptions to the established policy must be submitted to the City Manager for review and approval.

9. Family And Medical Leave

The City provides Family and Medical Leave in accordance with state (the California Family Rights Act - "CFRA") and federal (the Family Medical Leave Act - "FMLA") leave laws.

Basis for Family and Medical Leave: Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, child or parent who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Leave can also be taken for certain military-related reasons as further detailed below.

Eligibility: To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with the City and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin. An employee must also work at a location that employs 50 employees within a 75-mile radius.

Duration: Except as provided below with regard to certain types of military-related leave, employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. The City uses a "rolling" 12-month period to determine an employee's eligibility for leave. The 12-month period is measured backward from the date an employee uses any family leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. Where CFRA leave is running separate and apart from FMLA leave (such as CFRA leave following pregnancy disability/FMLA leave), the minimum duration for leave taken in connection with the birth, adoption or foster care placement of a child is two weeks, except that the City shall grant a request for CFRA leave of less than two weeks on any two occasions during the one year period following the birth or placement of the child with the employee.

EXHIBIT A

Procedures: Please contact your immediate supervisor as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of City operations. Actual scheduling is, however, subject to the approval of the patient's health care provider.

If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider stating:

1. the date of commencement of the serious health condition;
2. the probable duration of the condition;
3. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

The City will require certification by the employee's health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

1. the date of commencement of the serious health condition;
2. the probable duration of the condition;
3. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
4. confirmation that the serious health condition warrants the participation of the employee.

If the Family and Medical Leave request is for the employee's own serious health condition and the City has reason to doubt the validity of the medical certification provided by the employee, the City may require, at its expense, a second opinion from a health care provider designated by the City. The health care provider designated by the City will not be one who is employed on a regular basis by the City. If

EXHIBIT A

the second opinion differs from the first opinion, the City may require, at its expense, that the employee obtain a third opinion by a health care provider approved jointly by the City and the employee. The third opinion shall be considered final and binding on the City and the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

Compensation and Benefits:

While receiving wage replacement benefits: For any period of time that an employee is eligible for and is receiving wage replacement benefits under any type of disability benefit plan (i.e., short- or long-term disability benefits, SDI (if eligible), and/or workers' compensation benefits), the employee is not required to use accrued sick leave, vacation, management leave, compensatory time off, or any donated catastrophic leave in connection with his or her Family and Medical Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued paid leave on a pro rata basis at the employee's election, so long as the employee's pay does not exceed their normal wage.

While on otherwise unpaid leave: If an employee is on Family and Medical Leave for his or her own serious health condition, the employee must use any available sick leave and/or donated catastrophic leave during the leave; during leave for his or her own serious health condition, the employee has the option of whether to use other forms of paid leave, including vacation, management leave, and compensatory time off. If an employee is on Family and Medical Leave to care for a family member with a serious health condition, the employee is required to use accrued sick leave and any donated catastrophic leave to the extent allowed by other City policies (i.e., kin care) and is required to use any accrued vacation or management leave. If an employee is on Family and Medical Leave to bond with a new baby, the employee must use all accrued sick leave and vacation (to the extent allowed by other City policies - i.e., sick leave) and is required to use any accrued vacation or management leave. Once all sick leave and vacation is exhausted, Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. During any period of unpaid leave, employees will not continue to accrue sick leave, vacation, or any other forms of paid time off and will not be paid for holidays that occur during the leave.

An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The City will continue to make the same premium contribution as if the employee had continued working, and the employee

is expected to continue to pay his or her share of the monthly premiums. The continued participation in health benefits begins on the date leave first begins. Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period. If leave lasts longer than 12 weeks, then the employee will be placed on COBRA and can opt for continued coverage at his or her own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse the City for any employee contributions paid by the City while the employee was on unpaid leave.

Servicemember Family and Medical Leave. Eligible employees are entitled to "servicemember Family and Medical Leave" in the following instances:

Military-Related Leave. Eligible employees with a spouse, child, or parent on active duty or called to active duty in the National Guard or Reserves in support of a contingency operation may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee. This leave is available only to families of servicemembers in the National Guard or Reserves - not to families of servicemembers in the Regular Armed Forces.

Military Caregiver Leave. An eligible employee who is the spouse, son, daughter, parent, or next-of-kin of a covered servicemember (includes a current member of the Regular Armed Forces as well as the National Guard or Reserves) may take up to 26 weeks of leave within a twelve-month period to care for such a servicemember with a serious injury or illness incurred in the line of active duty. For purposes of this type of leave, the 12-month period begins on the first day the employee takes leave for this purpose and ends 12 months thereafter. This leave entitlement applies on a per-covered servicemember, per injury basis. Leave to care for an injured or ill servicemember - when combined with other FMLA-qualifying leave - may not exceed 26 weeks in a single 12-month period.

Amount of Leave.

- For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
- To care for an ill or injured servicemember, an eligible employee is entitled to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period that starts when the leave begins. During this 12-month period, an employee is entitled to no more than 12 weeks of leave for any qualifying reason other than caring for a servicemember.

Other Military Leave Entitlements. The City also complies with any applicable leave entitlements provided by any state or local law. Where allowed, military leave under this policy runs concurrently with these other leaves.

Procedures. Please contact your immediate supervisor as soon as you become aware of the need for any type of servicemember Family Medical Leave. Except in the case of exigency leave for short-notice deployment, the City requires certification of the need for leave and will provide an employee requesting servicemember leave with an appropriate form to complete and return.

Concurrent Leaves: In most cases, Family and Medical Leave will count concurrently against an employee's entitlement to both FMLA and CFRA leave. This means that most eligible employees taking Family and Medical Leave will exhaust their entitlement to protected leave under both FMLA and CFRA at the same time, with the following exceptions:

1. An employee's own incapacity due to pregnancy, childbirth, or related conditions will be counted against an employee's entitlement to FMLA as a serious health condition, but not against CFRA leave.
2. Exigency leave will be counted against an employee's entitlement to FMLA, but not against CFRA leave.
3. Military caregiver leave will be counted against both FMLA and CFRA for up to the first 12 workweeks of leave if the servicemember is a family member covered by CFRA (in other words, a spouse, child, or parent). If, on the other hand, the servicemember is a 'next of kin' (not covered by CFRA), the leave will count against an employee's entitlement to FMLA, but not against CFRA leave.
4. Leave taken to care for a registered domestic partner with a serious health condition will be counted against an employee's entitlement to CFRA leave, but not against FMLA leave.

Family-care leave may also run concurrently with a leave of absence covered by workers' compensation or short-term or long-term disability, where such leave of absence is taken for a condition that qualifies as a serious health condition.

Reinstatement: Upon return from a Family and Medical Leave, an employee will be reinstated to his/her original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's

position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee's own serious health condition, the City requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to his/her job.

Reinstatement may be denied to certain salaried "key" employees. Such employees will be notified of this possibility at the time the leave is requested.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, the City will treat the failure to return as a voluntary resignation.

**RULE IX
EMPLOYEE TRAINING AND EVALUATION OF PERFORMANCE**

1. **Assignments of Responsibility**
 - a. Each department head shall be responsible for the proper orientation, on-the-job training, and continuing development of each employee in his department. The Personnel Officer shall cooperate with and assist department heads in carrying out this responsibility and in arranging for any special training needs.
2. **Time for Training**
 - a. Training to improve the quality of work of an employee in his present position shall be considered City business and may be conducted during or after working hours. Training to prepare for promotion shall be on the employee's own time.
3. **Tuition Reimbursement**
 - a. School training, which will be beneficial both to the employee and the City, may be recommended by the department head and approved by the City Manager for tuition reimbursement.
 - b. Tuition shall be reimbursed for Management and Confidential employees for courses approved by the City Manager at fifty percent (50%) of tuition, but not to exceed full tuition costs at California State, Chico. Approved course work at Shasta College and California State University shall be fully reimbursed.
4. **Evaluation of Employee Performance**
 - a. Each department head shall make an annual evaluation of all regular employees in his/her department in achieving the standard of work performance required. This evaluation shall include a discussion between the department head and the employee for the purpose of determining goals and evaluation progress toward better performance and personal development. A memorandum record of the results of these discussions shall be submitted to the City Manager.
5. **Safety Policy**
 - a. The established Injury and Illness Prevention Program is applicable to each employee and department. This program is updated periodically to stay current with regulations with changes approved by the City Manager.

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**RULE X
DISCIPLINARY ACTIONS**

1. **General Authority**
 - a. A regular employee may be suspended, demoted, or dismissed whenever, in the judgment of the City Manager, the employee's work or conduct so warrants.
2. **Warnings and Reprimands**
 - a. Whenever employee performance falls below the required level or when an employee's conduct falls under one of the causes for action listed in Section 5 below, or in the appropriate Memorandum of Understanding under "Employee Discipline," his/her department head shall inform him/her promptly and specifically of such lapses. If appropriate and justified, a reasonable time for improvement or correction may thereafter be allowed before any further disciplinary actions are initiated. In situations where an oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy transmitted to the City Manager.
3. **Suspensions**
 - a. In those cases where one or more written reprimands has not proved to be effective, or where the seriousness of the events or conditions warrants it, an employee may be suspended without pay by his/her department head, with the approval of the City Manager, for a period not to exceed 30 calendar days for each offense for any cause listed in Section 5 below.
4. **Demotions and Dismissals**
 - a. When other forms of disciplinary action have proved ineffective, or where the seriousness of the offense or condition warrants it, the City Manager may authorize the demotion or dismissal of an employee for any cause listed in Section 5 below.
5. **Causes for Action**
 - a. Appropriate disciplinary action may be taken for any of the following causes, or as listed in the appropriate Memorandum of Understanding under "Employee Discipline."
 - (1) Incompetency, inefficiency, or negligence in the performance of duty.
 - (2) Chronic physical or mental incapacity to perform the work of the position with or without reasonable accommodation.

- (3) Insubordination, constituting a serious breach of discipline.
- (4) Notoriously disgraceful conduct.
- (5) Unauthorized absence or abuse of leave privileges.
- (6) Acceptance of any valuable consideration given to influence the employee in the performance of his/her duty.
- (7) Falsification of an application or of any City record.
- (8) Use of his/her official position for personal advantage.
- (9) Willful violation of the provisions of law or of these rules.

6. **Appeal Process**

- a. Any regular employee in the competitive service who has been suspended, demoted, or dismissed shall be entitled to appeal such action to the City Manager in accordance with the following procedure, or as noted in the appropriate Memorandum of Understanding under "Employee Discipline."
 - (1) Within ten (10) days of the receipt of a written notice for his/her suspension, demotion, or dismissal, the employee may submit his appeal in writing to the City Manager.
 - (2) Within ten (10) days following the receipt of the appeal from the employee, the City Manager will give consideration to the matter and inform the employee in writing as to whether the action of suspension, demotion, or dismissal has been affirmed, revoked, or modified. The decision thus communicated shall be final.

**RULE XI
GRIEVANCE PROCEDURE**

1. **Consideration of Grievances**

- a. This procedure is established in order to provide adequate opportunities for City employees to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction. The procedure set forth below shall apply to all employees' grievances, except those related to the disciplinary actions covered by Rule X or those covered by the Memorandums of Understanding.
- b. **Procedure**
- (1) In any instance of grievance, the employee concerned shall first make efforts to resolve such grievance with his/her department head.
 - (2) In the event such efforts as are specified in (1) are not productive of a settlement satisfactory to the employee, he/she may submit his/her complaint in writing to the department head.
 - (3) Upon receipt of the written statement, the department head shall make such investigation as required and reply in writing to the employee within ten (10) working days after receipt of the statement from the employee.
 - (4) If the employee wishes to discuss the grievance further, he/she shall within three (3) working days of the receipt of the reply from the department head submit a written request for a meeting with the City Manager.
 - (5) The requested meeting will be held by the City Manager at the earliest date possible at which the employee, the department head, and any other persons invited by the City Manager, the employee, or the department head may be present. The decision made by the City Manager as the result of the findings and conclusions determined at this meeting shall be communicated to the employee within three (3) days following the meeting and shall be final.

**RULE XII
SEPARATIONS**

1. **Resignations**

- a. A regular employee desiring to resign from the City service may do so by notifying his/her department head in writing of the reasons thereof and the effective date. Failure to give at least two weeks notice may be cause for denying subsequent employment with the City. The department head shall report the resignation to the Personnel Office on a prescribed form to which is attached a copy of the employee's written statement.

2. **Layoff Policy and Procedure**

- a. Whenever, in the judgment of the City Council, it becomes necessary, due to the lack of work, lack of funds, or other economic reasons, or because the necessity for a position no longer exists, the City Council may abolish any position or employment, and the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.
- b. Employees to be laid off shall be given at least fourteen (14) calendar days prior notice.
- c. Except as otherwise provided, whenever there is a reduction in the work force, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee, who is the latest to be laid off in accordance with Section f, is qualified. All persons so demoted shall have their names placed on the reemployment list.
- d. An employee affected by layoff shall have retreat rights to displace an employee in the same department who has less seniority in a lower class, in the same class series, or in a lower classification in which the affected employee once had permanent status. For the purpose of this section and Section e, seniority includes all periods of full-time service at or above the classification level where layoff is to occur.
- e. In order to retreat to a former or lower class, an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Office within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall serve a probationary period in the new class, unless they have previously successfully completed a probationary period in the class or a class in the class series.

- f. In each class of position, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary, and permanent. Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority.

In cases where there are two or more permanent employees within the classifications subject to layoff, the order to layoff shall be determined by:

- (1) Department heads placing employees into one of two groups, proficient or satisfactory, based on a work performance evaluation; and
- (2) Laying off employees in the satisfactory group before those in the proficient group with the order of layoff in each group determined solely on the basis of seniority. Those employees with the least seniority shall be laid off first.

- g. The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different times for the same class of position shall be combined into a single list. Such list shall be used by every appointing authority when a vacancy arises in the same or lower class of position before certification is made from an eligible list.
- h. Names of persons laid off shall be carried on a reemployment list for one year, except that persons appointed to permanent positions of the same level as that which was laid off shall, upon such appointment, be dropped from the list. Persons who refuse reemployment in the same department also shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the one year.

3. Dismissals

- a. Any employee may be dismissed in accordance with the procedures and for the reasons set forth in Rule X or due to the position that he/she holds being abolished by the City Council. Dismissals resulting from the abolishment of positions shall not be subject to the appeal process.

4. Compensation for Unused Vacation Leave

- a. A regular employee leaving the service of the City shall be paid the salary equivalent to all accrued vacation leave earned prior to the effective day of termination.

RULE XIII
EMPLOYEE BENEFIT PROGRAMS

1. Group Insurance

- a. Except for those employees covered by the provisions of a Memorandum of Understanding, all regular and probationary employees are eligible to participate in a group insurance benefit program. The highlights of the benefits are:
- (1) Life insurance: One time annual salary for employees.
 - (2) Health Benefits: Medical, dental, vision, prescription, and life. Eligible the first day of the month following in which eighty (80) hours of employment is completed.
 - (3) State Disability: Represented employees shall participate in employee paid State Disability Insurance (SDI). (03-93)
 - (4) Long Term Disability Insurance: Benefit provides 66 2/3's percent of insured earnings reduced by income from other sources. A twelve-month elimination period applies. (03-93)
 - (5) The City shall offer employees a Section 125 benefit plan.

**RULE XIV
RETIREMENT PROGRAM**

1. Miscellaneous Employees:

- a. All regular and probationary employees are covered by a State of California Public Employees' Retirement System program pursuant to an existing contract with the Public Employees' Retirement System, which provides for the two point seven percent (2.7%) at age fifty-five (55) benefit formula; one (1) year's compensation in formula; credit for unused sick leave, and optional military service credit buy back at the employee's expense. The City will pay both the employer and employee costs of contribution to the Public Employees' Retirement System. (08-38, 754)
- b. A second retirement tier of 2% @ 55, and highest consecutive 36 months, through the Public Employees' Retirement System shall be effective for those employees hired after the City amends its contract with PERS for Miscellaneous employees. Employees hired under the 2% @ 55 formula will also pay their normal seven (7) percent member contribution for participation in the Public Employees' Retirement System program. All other retirement benefits remain the same as those employees covered under the first tier formula.(12-60, 779)

2. Safety Employees:

- a. For sworn public safety employees not covered by the provisions of a Memorandum of Understanding and covered by the State of California Public Employees' Retirement System program pursuant to an existing contract with the Public Employees' Retirement System, the major features are: the City provides the three percent (3%) at age fifty (50) benefit formula; normal retirement age fifty (50); credit for unused sick leave, and optional military service credit buy back at the employee's expense. The City will pay both the employer and employee costs of contribution to the Public Employees' Retirement System. (08-38, 754)
- b. A second retirement tier of 3% @ age 55, and highest consecutive 36 months, through the Public Employees Retirement system shall be effective for those employees hired after the City amends its contract with PERS for Safety employees. Employees hired under the 3% @ 55 formula will also pay their normal nine (9) percent member contribution for participation in the Public Employees Retirement System program. All other retirement benefits remain the same as those employees covered under the first tier formula. (12-05, 777)

**RULE XV
ADDITIONAL OPTIONAL BENEFITS**

1. Credit Union

- a. Employees are eligible to join the Member's 1st Credit Union. Loans are available for signature loans, purchase of new and used automobiles, RV's, and new boats. Employees may request automatic deposit of paychecks for a savings or checking account.

2. Deferred Compensation Plan

- a. The ICMA Deferred Compensation Plan is a voluntary plan for all employees who are interested in contributing to a supplemental retirement program.

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**RULE XVI
HARASSMENT, DISCRIMINATION & RETALIATION**

Purpose

The purpose of this Policy is to: establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The City of Anderson encourages all covered individuals to report, as soon as possible, any conduct that is believed to violate this Policy.

Policy

The City of Anderson has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of law to violate this Policy. Instead a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions.

Harassment or discrimination against an applicant or employee by a supervisor, management employee, co-worker, or contractor on the basis of race, religion, sex (including gender and pregnancy), national origin, ancestry, disability, medical condition, genetic characteristics, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or any other protected classification as defined below, will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

Definitions

- A. **Protected Classifications:** This Policy prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, sex (including gender and pregnancy), sexual orientation (including homosexuality, bisexuality and heterosexuality), national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, genetic characteristics, and physical or mental disability. It also includes status as a veteran or a member of the uniformed services.

- B. **Policy Coverage:** This Policy prohibits City of Anderson officials, officers, employees or contractors from harassing or discriminating against applicants, officers, officials, employees, or contractors because: 1) of an individual's protected classification; 2) of the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.
- C. **Discrimination:** This policy prohibits treating individuals differently because of the individual's protected classification as defined in this policy.
- D. **Harassment may include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Note that harassment is not limited to conduct that City of Anderson's employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:**

Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.

Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

- E. **Guidelines for Identifying Harassment:** To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:
1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.

EXHIBIT A

2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
 3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
 4. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third applicant, officer, official, employee, or contractor who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
 5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).
- F. **Retaliation:** Any adverse conduct taken because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein, is prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation: those who make good faith reports of harassment or discrimination, and those who associate with an individual who is involved in reporting harassment or discrimination or who participates in the complaint or investigation process. (See Policy Against Retaliation below).

Complaint Procedure

- A. An employee, job applicant, or contractor who believes he or she has been harassed may make a complaint verbally or in writing with any of the following. There is no need to follow the chain of command:
 1. Immediate supervisor;
 2. Any supervisor or manager within or outside of the department;

3. Department head; or
 4. City Manager
- B. Any supervisor or department head who receives a harassment complaint should notify the City Manager immediately.
- C. Upon receiving notification of a harassment complaint, the City Manager shall:
1. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with: 1) the complainant; 2) the accused harasser; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.
 2. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, discrimination or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
 3. Report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
 4. If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
 5. Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.
 6. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
- D. The City of Anderson takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.
- E. **Option to Report Outside Administrative Agencies:** An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed in the government section of the telephone book or employees can check the posters

that are located on employer bulletin boards for office locations and telephone number. (As of January 2009, current EEOC and DFEH contact information is shown on page 37.)

Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the City Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The City of Anderson will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

Responsibilities

Managers and Supervisors are responsible for:

1. Informing employees of this Policy.
2. Modeling appropriate behavior.
3. Taking all steps necessary to prevent harassment, discrimination, or retaliation from occurring.
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
6. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
7. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
8. Assisting, advising, or consulting with employees and the City Manager regarding this Policy, and Complaint Procedure.
9. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with adopted Personnel Rules, up to and including discharge.
10. Implementing appropriate disciplinary and remedial actions.
11. Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the City Manager or the department head.

12. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

1. Treating all employees and contractors with respect and consideration.
2. Modeling appropriate behavior.
3. Participating in periodic training.
4. Fully cooperating with the employer's investigations by responding fully and truthfully to all questions posed during the investigation.
5. Maintaining the confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or City Manager.
6. Reporting any act he or she believes in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to his or her immediate supervisor, department head, or City Manager.

POLICY AGAINST RETALIATION

It is the Policy of the City of Anderson to prohibit the taking of any adverse employment action against those who in good faith report, oppose, or participate (as witnesses or accused) in investigations into complaints of alleged violations of City Policy or state or federal law in retaliation for that reporting, opposition, or participation. Disciplinary action, up to and including termination, will be taken against an employee or officer who is found to have violated this policy. Any elected official or contractor who violates this Policy Against Retaliation will be subject to appropriate sanctions.

This Policy Against Retaliation prohibits City officials, officers, employees, or contractors from retaliating against applicants, officers, officials, employees, or contractors because of any of the protected activity as defined herein.

Definitions:

- 1) **"Protected activity"** includes any of the following:
 - Filing a complaint with a federal or state enforcement or administrative agency
 - Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the City regarding alleged unlawful activity
 - Testifying as a party, witness, or accused regarding alleged unlawful activity
 - Associating with another employee who is engaged in any of the protected activities enumerated here

- Making or filing an internal complaint with the City regarding alleged unlawful activity
- Providing informal notice to the City regarding alleged unlawful activity
- Calling a governmental agency's "Whistleblower hotline"
- Filing a written complaint under penalty of perjury that the agency has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety."

2) "Adverse action" may include, but is not limited to, any of the following:

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of protected activity
- Refusing to hire an individual because of protected activity
- Denying promotion to an individual because of protected activity
- Taking any form of disciplinary action because of protected activity
- Extending a probationary period because of protected activity
- Altering work schedules or work assignments because of protected activity
- Condoning hostility and criticism of co-workers and third parties because of protected activity.

Complaint Procedure:

An applicant, employee, officer, official, or contractor who feels he or she has been retaliated against in violation of this Policy should immediately report the conduct according to the City's Harassment Complaint procedure so that the complaint can be resolved fairly and quickly.

Dissemination of Policy

All employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed.

EEOC CONTACT INFORMATION

EEOC's National Contact Center (NCC) customer service representatives are available to assist you in more than 100 languages between 8:00 a.m. and 8:00 p.m. Eastern Time. An automated system with answers to frequently asked questions is available on a 24-hour basis. You can reach the NCC:

By mail: U.S. Equal Employment Opportunity Commission
P.O. Box 7033
Lawrence, Kansas 66044

By phone: 1-800-669-4000

By Email: info@ask.eeoc.gov

EEOC Headquarters is located at: U.S. Equal Employment Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507
Phone: (202) 663-4900
TTY: (202) 663-4494

DFEH CONTACT INFORMATION

Employment/Public Accommodations: 1-800-884-1684

Housing: 1-800-233-3212 (Within California)
1-510-622-2946 (Outside California)

Hate Violence: 1-800-884-1684

RULE XVII

DRESS CODE AND GROOMING POLICY

1. Purpose

- a. It is important that City employees represent the City in a professional manner and reflect a positive image. City employees' appropriate grooming and attire are keys to achieving and maintaining the City's positive image to the public. It is recognized that the personal appearance of employees is a reflection of the professionalism of City services.

2. Policy Application

- a. This policy defines a minimum standard for all employees, as well as volunteers, who work for the City. Final decisions on appropriate work attire rest with each Department Head.

3. Provisions

- a. City employees should always be well groomed and dressed in a manner suitable for the public service environment, the specific nature of the work they perform and to reflect favorably the City's image.

4. Personal Appearance**a. Body Piercing**

Except for conventional earrings, nose rings and other piercing jewelry are not acceptable in the workplace.

b. Tattoos

Visible tattoos that are inconsistent with City policies governing harassment or that are otherwise deemed offensive or inappropriate in a professional business setting are prohibited and must be covered while employees are on duty. Existing tattoos of current employees as of the date of this policy shall continue to be allowed so long as they do not constitute a form of unlawful harassment, they are not offensive or inappropriate in a professional business setting or otherwise violate applicable laws and are kept covered whenever possible.

c. Personal Grooming

- (1) Employees must bathe regularly and hair should be neat and well groomed. Hair color must be natural looking; bold colors, such as pink or blue, are not acceptable.
- (2) Facial hair, such as beards and mustaches, should be maintained in a neat and safe manner.

- (3) Make-up should be natural looking.
- (4) Nails should be maintained in a neat and safe manner.

5. **Business Professionals**

a. This section applies only to employees who are not required to wear a City-designated uniform.

b. City employees are expected to dress in "Business Professional" attire. All clothing is expected to be business professional attire during regular hours of operation and any after-hour City meetings or events. Listed below is a general overview of acceptable "Business Professional" wear, as well as a listing of some of the more common items that are not appropriate for the office. Neither group is intended to be all inclusive.

c. The following articles of clothing **ARE ACCEPTABLE** "Business Professional" attire:

- Dress shirt with or without a tie
- Dress pants
- "Dockers", "Khakis" or "Chino" style pants
- Men's suits and blazers/vests
- "Polo" style shirts with collars
- Women's suits with pants or skirts
- Dress pants, including capri pants, or skirts
- Blouses/shirts/sweaters/vests
- Professional style dresses
- Dress shoes, with or without a heel, flats, or loafers
- Heels less than 4 inches
- City-provided shirts and blouses with an authorized City logo
- Colored denim pants

d. The following articles of clothing **ARE NOT ACCEPTABLE**:

- Shorts of any type
- Leggings
- Athletic type or logo T-shirts
- Flannel shirts
- Sweat pants

- Tank tops or T-shirts without jackets
- Halter or bare midriff tops
- Spaghetti strap or backless tops or dresses
- Strapless or off-the-shoulder tops or dresses
- "See through" clothing
- Flip Flops or athletic sandals
- Frayed, wrinkled, torn, or faded clothing
- Dresses and skirts must not be shorter than mid-thigh

6. Uniforms

- a. This section shall only apply to employees required to wear uniforms as designated by the City.
- b. Each employee is responsible for wearing a City furnished uniform at all times while performing City-related work.
- c. A uniform, or any part of it, is to be worn only during working hours and in traveling between work and home and may be worn to City approved classes, conferences and meetings. CITY UNIFORMS ARE NOT TO BE WORN AT ANY OTHER TIME.
- d. More specific uniform requirements may be provided to you by the City based on your position.

RULE XVIII
NEPOTISM POLICY

1.0 Purpose & Policy

- 1.1 The City desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and employee morale problems that can potentially result from familial or intimate personal relationships between City employees employed in the same department or line of supervision.
- 1.2 It is the policy of the City to prohibit appointment of any person to a position in City employment if that person would be in the line of supervision of a person "related" to the employee. It is further the policy of the City, if an employee becomes "related" to a person in his or her line of supervision, to change the line of supervision through steps (determined in the City's sole discretion) including but not limited to transfer, shift change, or termination of either employee.

2.0 Definition and Application

- 2.1 For purposes of this policy the following definitions apply:

Related - includes but is not limited to, a spouse, domestic partner, child, sibling, parent, grandparent, grandchild, aunt/uncle, and niece/nephew. Relations may be by blood, marriage, adoption, cohabitation or domestic partnership, including in-law, step-, and half-relationships.

Domestic Partners – are individuals who are living together and sharing a common domestic life together.

Supervisor – any person who has authority, direct or indirect, over another by virtue of his or her rank, job classification, or training assignment, including but not limited to: Directors, management employees and supervisors.

- 2.2 This policy applies to all employees and all departments of the City.

3.0 Procedures

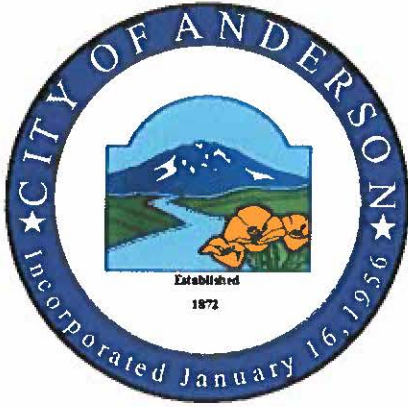
- 3.1 An applicant may not be hired into, and a current employee may not be appointed into, a position in the line of supervision with another employee who is a related person.
- 3.2 Any employee who becomes related to another employee in his or her line of supervision as well as any supervisor who becomes aware of such a relationship, must immediately notify their Department Director or the Human Resources Manager of the existence of the relationship so that the City can take appropriate steps. Failure to disclose the existence of the "related" relationship listed above is a violation of this

EXHIBIT A

policy and may lead to disciplinary action, up to and including termination (of both employees and/or a supervisor who was aware of the relationship and failed to properly report it to the Department Director or Human Resources).

- 3.3 If a person employed by the City becomes related to someone in his or her line of supervision, the City may take whatever action it deems appropriate, in its sole discretion, up to and including but not limited to transfer, shift change, or termination of either employee.
- 3.4 The City reserves the right to reasonably investigate situations in the workplace to determine whether a personal relationship exists and therefore presents a possible violation of this policy. To ensure flexibility and fundamental fairness, each situation will be reviewed on a case-by-case basis.

DRAFT



AGENDA ITEM

April 19, 2022 City Council Meeting

Approved for Submittal By:

Jeff Kiser
Jeff Kiser, City Manager

To Be Presented By:

Jeff Kiser
Jeff Kiser, City Manager

To: Honorable Mayor and Members of the Anderson City Council

From: Jeff Kiser, City Manager

Date: April 19, 2022

SUBJECT

Update pay schedule for Sworn Public Safety Mid-Management

RECOMMENDATION

The City Manager recommends that the City Council:

Adopt a resolution approving an updated pay schedule for Sworn Public Safety Mid-Management classifications.

Direct the Finance Director to amend the Fiscal Year 2021-2022 budget in the amount of \$ 21,000.

FISCAL IMPACT

The proposed updates will result in an increased expense in the General Fund of approximately \$ 21,000.

DISCUSSION and BACKGROUND

On the City Council agenda there are proposed updates to the salary schedule for the Anderson Police Officers Association members. Additionally, updates to the structure of mid management level classifications are proposed on this agenda. If the proposed adjustments and the new management level structure updates are approved by the City

Council, adjustments to the Sworn Public Safety Mid-Management salary schedule will need adjustments as well. The below table shows the proposed adjustments to the classifications in the Sworn Public Safety Mid-Management categories;

| 5/1/2022 | Step 1 | Step 2 | | Monthly |
|-----------------|--------|--------|--|---------|
| Lieutenant | 90.43 | 94.95 | | 16,458 |
| Captain | TBD | | | |
| | | | | |
| 1/1/2023 | | | | |
| Lieutenant | 92.24 | 96.85 | | 16,787 |
| Captain | TBD | | | |
| | | | | |
| 1/1/2024 | | | | |
| Lieutenant | 94.08 | 98.79 | | 17,123 |
| Captain | TBD | | | |
| | | | | |
| 1/1/2025 | | | | |
| Lieutenant | 95.96 | 100.76 | | 17,465 |
| Captain | TBD | | | |

As noted, the Captain classification pay schedule is too be determined at a later date as this position is vacant.

| |
|-------------------|
| ATTACHMENT |
|-------------------|

1. Proposed Resolution

RESOLUTION NO. 22-__

APPROVING AMENDMENTS TO THE CLASSIFICATION AND COMPENSATION PLAN FOR SWORN PUBLIC SAFETY MID-MANAGEMENT

WHEREAS, Chapter 2.56 of the Anderson Municipal Code establishes a Personnel Merit system for the administration of all personnel matters; and

WHEREAS, said Chapter provides for the periodic review, amendment, and adoption by resolution of changes in the system’s Classification and Compensation Plan; and

WHEREAS, the City Manager has reviewed the Plan and has recommended that certain changes be made; and

WHEREAS, the City Council of the City of Anderson directs the Finance Director to amend the Fiscal Year 2021-2022 budget for the adjustments to the above classifications;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Anderson hereby amends the Classification and Compensation Plan by updating the following classifications: and directs the Finance Director to amend the Fiscal Year 2021-2022 budget as follows:

| 5/1/2022 | Step 1 | Step 2 | Monthly |
|-----------------|--------|--------|---------|
| Lieutenant | 90.43 | 94.95 | 16,458 |
| Captain | TBD | | |
| | | | |
| 1/1/2023 | | | |
| Lieutenant | 92.24 | 96.85 | 16,787 |
| Captain | TBD | | |
| | | | |
| 1/1/2024 | | | |
| Lieutenant | 94.08 | 98.79 | 17,123 |
| Captain | TBD | | |
| | | | |
| 1/1/2025 | | | |
| Lieutenant | 95.96 | 100.76 | 17,465 |
| Captain | TBD | | |

| Account | Description | Current | Proposed | Change |
|-------------------|-------------|----------------|-------------|----------------|
| 001-3126-5101.000 | Salaries | \$3,853,826.00 | \$21,000.00 | \$3,874,826.00 |

PASSED AND ADOPTED by the City Council of the City of Anderson this 19th day of April, 2022, by the following vote:

AYES:

NOES:

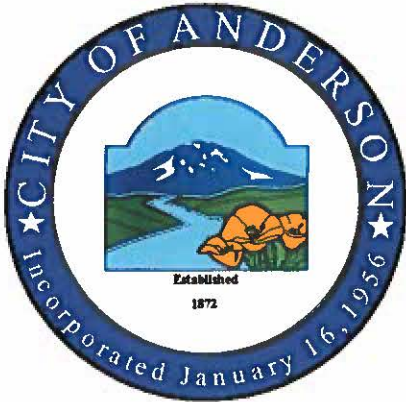
ABSTAIN:

ABSENT:

Baron Browning, Mayor

ATTEST:

Christy White, City Clerk



AGENDA ITEM

April 19, 2022, City Council Meeting

Approved for Submittal By:

Jeff Kiser for
Jeff Kiser, City Manager

To Be Presented By:

Peter Wickenheiser for
Peter Wickenheiser, Deputy Public Works Director

To: Honorable Mayor and Members of the Anderson City Council
Through: Jeff Kiser, City Manager
From: Peter Wickenheiser, Deputy Public Works Director
Date: April 19, 2022

SUBJECT

Notice of Completion of the Ventura Street Improvement Project.

RECOMMENDATION

The Deputy Public Works Director recommends that the City Council:

Direct the Deputy Public Works Director to prepare and record a Notice of Completion for the Ventura Street Improvement Project.

FISCAL IMPACT

The project is being funded from 2008 Redevelopment Bond Proceeds that the City has designated for this project. Total Project cost was \$858,496.00.

DISCUSSION and BACKGROUND

On August 17, 2021, Council awarded the contract for the Ventura Street Improvement Project to Sunrise Excavating Inc. from Redding, CA in the amount of \$858,196.00 and authorized staff to issue change orders in an amount not to exceed 20% of the bid amount, for a total construction authorization of \$1,029,835.20.

The project consisted of approximately 755 linear feet of concrete sidewalk, curb and gutter, driveways, and pedestrian curb ramps. The project includes drainage modifications, adjustment of utility covers to grade, miscellaneous utility modifications, cold plane asphalt concrete, hot mix asphalt pavement section, signage, and pavement markings.

A notice of completion is recorded in accordance with California Civil Code Section 8182 and should be recorded within 15 days of project completion. The recorded notice is an important milestone for any stop payment notices or payment bond claims that can be made by the construction contractor's material suppliers and equipment lessors.

Having completed the project, the Public Works Department is now ready to record the Notice of Completion with Shasta County.

| |
|-------------------|
| ATTACHMENT |
|-------------------|

1. Notice of Completion

RECORDING REQUESTED BY:
City of Anderson
Public Works Department

WHEN RECORDED RETURN TO:
City of Anderson
City Clerk's Office
1887 Howard St.
Anderson, CA 96007

No Fee Document
GC 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Anderson, a Municipal Corporation, as owner of the real property hereinafter described, caused improvements to be made thereon, to wit:

Ventura Street Improvement Project (Project Number 2021-04).

The work of improvement on the real property was completed on **April 15, 2022**.

The City of Anderson is the sole owner of the work of improvement and the real property.

The work of improvement and real property is situated in the City of Anderson, County of Shasta, State of California, and is more particularly described as follows:

Ventura Street Improvement Project in the City of Anderson, County of Shasta, San Buena Ventura Grant, Range 4 West, Township 30 North.

The name of the Contractor who performed the work and improvements is as follows:

**Sunrise Excavating Inc.
17409 Clear Creek Road
Redding, CA 96001**

Dated: April __, 2022.
CITY OF ANDERSON

By: _____
Peter Wickenheiser, Deputy Public Works Director

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Peter Wickenheiser, Deputy Public Works Director
City of Anderson, County of Shasta, State of
California