



CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, June 16, 2022

Budget Workshop 5:00 PM

Regular Meeting 6:00 PM

The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel (https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for City Council consideration by sending them to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

MEETING PROCEDURES: *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the City Council prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at mswanson@clearlake.ca.us at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

AGENDA REPORTS

Staff reports for each agenda item are available for review at www.clearlake.ca.us. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at www.clearlake.ca.us.

Zoom Link: <https://clearlakeca.zoom.us/j/87415877504>

5:00 PM BUDGET WORKSHOP

- A. ROLL CALL
- B. BUDGET WORKSHOP

1. FY 2022/23 Budget Workshop

6:00 PM REGULAR MEETING**C. PLEDGE OF ALLEGIANCE**

D. INVOCATION/MOMENT OF SILENCE: *The City Council invites members of the clergy, as well as interested members of the public in the City of Clearlake, to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. This opportunity is voluntary and invocations are to be less than three minutes, offered in a solemn and respectful tone, and directed at the City Council. Invocational speakers who do not abide by these simple rules of respect and brevity shall be given a warning and/or not invited back to provide a subsequent invocation for a reasonable period of time, as determined appropriate by the City. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faith represented and practiced among the citizens of Clearlake. If a scheduled invocational speaker does not appear at the scheduled meeting, the Mayor will ask that the City Council observe a moment of silence in lieu of the invocation. More information about the City's invocation policy is available upon request by contacting the Administrative Services Director/City Clerk at (707) 994-8201x106 or via email at mwanson@clearlake.ca.us.*

E. ADOPTION OF THE AGENDA *(This is the time for agenda modifications.)*

F. PRESENTATIONS

2. Presentation of June's Adoptable Dogs
3. Presentation by CalOES on the 2021 Cache Fire Recovery
4. Presentation by Water Resources of the Cache Fire Post-Fire Monitoring Results
5. Presentation By Anderson Marsh Interpretive Association on the Planting of Valley Oak Trees at Anderson Marsh

G. PUBLIC COMMENT: *This is the time for any member of the public to address the City Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Council or staff to discuss issues brought forth under Public Comment.** The Council cannot take action on non-agenda items. Concerns may be referred to staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.*

H. CONSENT AGENDA: *All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Council requests otherwise, or if staff has requested a change under Adoption of the Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.*

6. Consideration of Resolution No. 2022-36, A Resolution of the City of Clearlake, approving a temporary street closure for the Annual 4th of July Parade and festivities on July 2, 2022.
Recommended Action: Move to approve Resolution No. 2022-36 for the temporary road closure on July 2, 2022.
7. Amendment to the Contract with BPR Consulting Group for building inspection services
Recommended Action: Authorize amendment in an amount not to exceed \$50,000 and authorize the City Manager to sign
8. Authorization of an Amendment of Contract for Construction Administrative Services for the Sulphur Fire Roadway Improvement Project
Recommended Action: Move to amend the contract with Green Valley for a not-to-exceed amount of \$135,000.00.
9. Award of contract for demolition of structure(s) and abatement of property located at 14101 Villa Way Clearlake, CA 95422
10. Award of contract for demolition of structure(s) and abatement of property located at 14095 Villa Way Clearlake, CA 95422
11. Continuation of Authorization to Implement and Utilize Teleconference Accessibility to Conduct Public Meetings Pursuant to Assembly Bill 361
Recommended Action: Adopt Resolution
12. Continuation of Declaration of Local Emergency Issued on August 23, 2021 and Ratified by Council Action on September 16, 2021
Recommended Action: By motion keep declaration of emergency active and set next review in sixty days
13. Continuation of Declaration of Local Emergency Issued on August 18, 2021 and Ratified by Council Action on August 19, 2021
Recommended Action: By motion keep declaration of emergency active and set next review in sixty days
14. Warrants
Recommended Action: Receive and file
15. Minutes of the May 11, 2022 Lake County Vector Control District Board Meeting
Recommended Action: Receive and file
16. Review of Conflict of Interest Code
Recommended Action: Authorize the City Manager to review the Conflict of Interest Code
17. Authorization of an Amendment of budget for the 2021 Measure V Improvement Project
Recommended Action: Authorize amendment to the contract in the amount of \$104,000.00

I. PUBLIC HEARING

- [18.](#) Public Hearing to Consider An 18-month Closure of Multiple Dirt Roads in the Area of the Cache Fire, and Park St from Sonoma to Oregon; Resolution No. 2022-39
Recommended Action: Adopt Resolution and authorize City staff to take the actions to secure the area
- [19.](#) Adoption of Appropriations Limit (Gann Limit) for Fiscal Year 2022-23 and designating the formula to be used for calculation of same
Recommended Action: Adopt Resolution No. 2022-42
- [20.](#) Adoption of the City of Clearlake's Budget for Fiscal Year 2022-23
Recommended Action: Adopt Resolution No. 2022-43

J. BUSINESS

- [21.](#) Consideration of a Contract with North Bay Animal Services for Animal Care & Control Services
Recommended Action: Authorize the City Manager to execute a contract with NBAS for Animal Care & Control Services for a term of 10 years.
- [22.](#) Consideration of a Memorandum of Understanding between the City of Clearlake and the Clearlake Municipal Employees Association for the Period of July 1, 2022 through June 30, 2025
Recommended Action: Adopt Memorandum of Understanding between the City of Clearlake and Clearlake Municipal Employees Association and authorize the City Manager to sign
- [23.](#) Consideration of a Memorandum of Understanding between the City of Clearlake and the Clearlake Police Officers Association for the period of July 1, 2022 through June 30, 2024
Recommended Action: Adopt Memorandum of Understanding between the City of Clearlake and the Clearlake Police Officers Association and authorize the City Manager to sign
- [24.](#) Lease w/Dell Financial Services for Computer Workstations for the Police Department
Recommended Action: Adopt Resolution No. 2022-38, authorizing the Chief of Police to enter into a lease with Dell Financial Services for computer workstation replacements.
- [25.](#) Ordinance Amending the Clearlake Municipal Code Relating to Traffic and Parking Regulations; Ordinance No. 263-2022
Recommended Action: Introduce ordinance, conduct first reading, read by title only, and set second reading and adoption.
- [26.](#) Authorization of Job Descriptions and/or Placement into Salary Schedule for Certain Administrative Positions; Resolution No. 2022-42
Recommended Action: Adopt resolution and authorize positions for the 2022/23 Fiscal Year budget

K. CITY MANAGER AND COUNCILMEMBER REPORTS

L. FUTURE AGENDA ITEMS

M. ADJOURNMENT

POSTED: June 10, 2022

BY:

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is written in a cursive style with a large initial 'M' and 'S'.

Melissa Swanson, Administrative Services Director/City Clerk

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Consideration of Resolution No. 2022-36, A Resolution of the City of Clearlake, approving a temporary street closure for the Annual 4 th of July Parade and festivities on July 2, 2022.	MEETING DATE: June 16, 2022
SUBMITTED BY: Tina Viramontes- Facilities Coordinator/Deputy City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to Consider the Resolution No 2022-36, A Resolution of the City of Clearlake, approving a temporary street closure for the Annual 4th of July Parade and festivities.

BACKGROUND/DISCUSSION:

The Lakeshore Lions Club has submitted an event application for the Annual 4th of July Parade, BBQ and vendor event. This parade will be held on Saturday, July 2, 2022. It is proposed that the roads be closed as follows:

- a) Olympic Drive at Lakeshore Drive from 6:30am – 10:00pm on the day of the event.
- b) Austin Road at Lakeshore Drive from 6:30am – 10:00pm on the day of the event.
- c) Lakeshore Drive at Golf Avenue from 10:30am -12:30pm on the day of the event.
- d) All side streets beginning at Golf Avenue will also be closed and will reopen after the parade goes by.

The Parade will start at Redbud Park and end at Austin Park. The BBQ and related festivities will be held at Austin Park and the Brass Ring of Fun (Carnival) will be located at Austin Resort. The REACH helicopter security will be conducted by the Lake County Fire District. The Lakeshore Lions Club plans on setting up for-profit vendors within the Lakeshore Drive right-of-way area between Olympic Drive and Austin Road with the BBQ and non-profit vendors setting up at Austin Park.

In addition to these events the City of Clearlake is hosting a concert event in Austin Park beginning at 7:00pm and ending just before the start of the fireworks.

The application and permitting process includes provisions for the sponsor to assume the responsibility for placement and removal of physical barricades as per California Motor Vehicle Code Section 21103 and requires \$1,000,000 in liability insurance coverage naming the City of Clearlake additional insured, along with other insurance and indemnification provisions.

OPTIONS:

- 1. Move to approve Resolution No 2022-236, A Resolution of the City of Clearlake, approving a temporary street closure for the Annual 4th of July Parade and festivities.

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

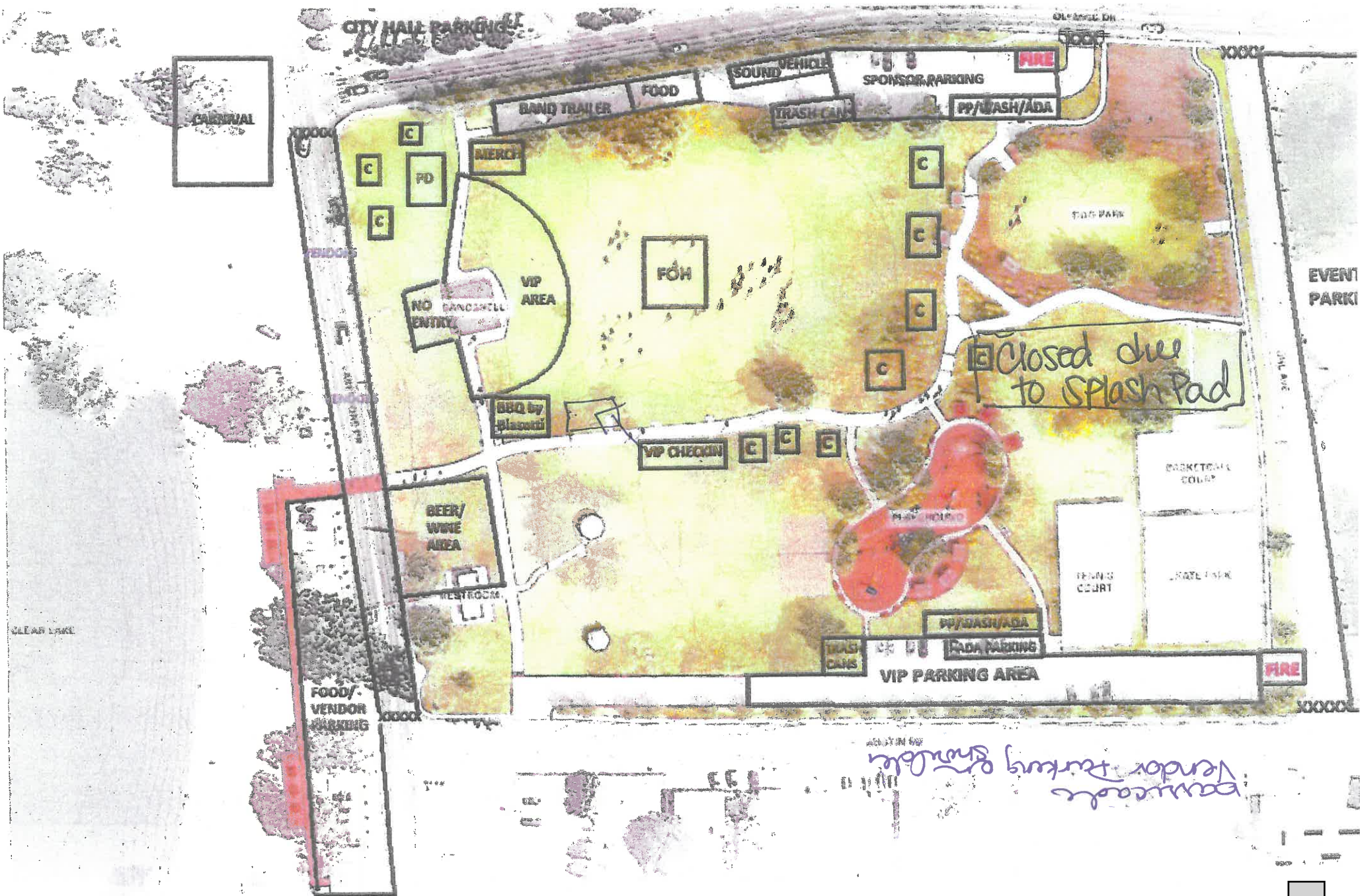
Move to approve Resolution No. 2022-36 and approve the temporary road closure on July 2, 2022.

- Attachments:** 1) Event Map
- 2) Resolution 2022-22

SENIOR PARK MASTER PLAN

C-CANOPY
X-ROAD CLOSURE
PP=PORTA POTTIES

Section H, Item 6.



RESOLUTION NO. 2022-36
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
AUTHORIZING TEMPORARY CLOSURE OF A PORTION OF LAKESHORE DRIVE
THE PURPOSE OF CONDUCTING THE ANNUAL 4TH OF JULY PARADE AND
FESTIVITIES

WHEREAS, the Lakeshore Lions Club has requested permission from the City Council to temporarily close a portion of Lakeshore Drive in the City of Clearlake on July 2, 2022, for the purpose of conducting Annual 4th of July Parade and festivities.

WHEREAS, the City Council of the City of Clearlake deems such closure necessary for the safety of persons using that portion of Lakeshore Drive for said activities pursuant to Section 21101 of the Vehicle Code; and

NOW, THEREFORE, the City Council of the City of Clearlake hereby authorizes temporary street closures as follows:

- a) Olympic Drive at Lakeshore Drive from 6:30am – 10:00pm on the day of the event.
- b) Austin Road at Lakeshore Drive from 6:30am – 10:00pm on the day of the event.
- c) Lakeshore Drive at Golf Avenue from 10:30am -12:30pm on the day of the event.
- d) All side streets at Lakeshore Drive beginning at Golf Avenue through Olympic Drive will close at 10:30 am and will be reopened after the parade passes.

PASSED AND ADOPTED on June 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake



STAFF REPORT	
SUBJECT: BPR Consulting Group Contract Amendment	MEETING DATE: June 16, 2022
SUBMITTED BY: Mark Roberts – Senior Planner	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to amend an existing contract with BPR Consulting Group not to exceed \$50,000.

BACKGROUND/DISCUSSION:

On the 13th of August 2021, the City, entered into an agreement with BPR Consulting Group in the amount of \$24,999. The services include residential/commercial plan review and onsite building permit inspections. Since entering into the agreement, BPR Consulting Group, has been completing comprehensive building permit plan reviews, and has been assisting the City with onsite building permit inspections two days a week (as of May 24, 2022). In anticipation of current and future developments/projects, including the required site inspections, staff is requesting approval to amend the existing contract not to exceed \$50,000.

OPTIONS:

1. Amend the contract with BPR Consulting Group for a not-to-exceed amount of \$50,000.
2. Provide Staff with alternative direction.

RECOMMEND MOTIONS:

1. Amend the contract with BPR Consulting Group not-to-exceed amount of \$50,000.

FISCAL IMPACT:

None Up to \$50,000 **Budgeted Item?** Yes No
 Budget Adjustment Needed? Yes **No** If yes, amount of appropriation increase: \$
 Affected fund(s): General Fund Measure P Fund Measure V Fund **Other:**
 Comments:

STRATEGIC PLAN IMPACT:

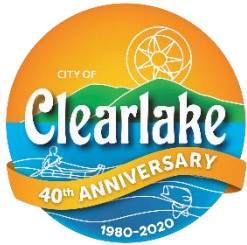
Goal #1: Make Clearlake a Visibly Cleaner City

- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake**
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development**

Attachments:

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Authorization of an Amendment of Contract for Construction Administrative Services for the Sulphur Fire Roadway Improvement Project	MEETING DATE: June 16, 2022
SUBMITTED BY: Adeline Brown, Engineer Tech	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve an amendment to the current contract with Green Valley Consulting Engineers for a not-to-exceed amount of \$135,000.00.

BACKGROUND/DISCUSSION:

The City awarded a contract with Green Valley Consulting Engineers for the Sulphur Fire Roadway Improvement Project. Due to weather and change orders, the working days on the contract has increased. Green Valley has submitted a proposal for the additional work.

The cost for the additional work is \$135,000.00.

OPTIONS:

1. Move to amend the contract with Green Valley for a not-to-exceed amount of \$135,000.00.
2. Other direction

FISCAL IMPACT:

None \$135,000.00 Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other: CDBG-DRR Funds

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City

Goal #6: Update Policies and Procedures to Current Government Standards

Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to amend the contract with Green Valley for a not-to-exceed amount of \$135,000.00.

Attachments:



CITY OF CLEARLAKE

City Council

STAFF REPORT	
SUBJECT: Award of contract for demolition of structure(s) and abatement of property located at 14101 Villa Way Clearlake, CA 95422	MEETING DATE: 06/16/2022
SUBMITTED BY:	Lee Lambert- Code Enforcement Supervisor
PURPOSE OF REPORT	<input type="checkbox"/> Information Only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

1. The City Council is being asked to authorize the City Manager to execute a contract for the demolition and abatement of property located at 14101 Villa Way Clearlake, CA 95422.

BACKGROUND/DISCUSSION: The purpose of this hearing is to authorize the City Manager to execute a contract for the demolition and abatement of real property, as referenced below.

The property was deemed to be a health and safety hazard, as well as a public nuisance by a Code Enforcement Officer. A Notice of Violation was issued to the property owner.

Ample and sufficient time was given to the property owner to voluntarily abate the hazards and nuisances.

The property owner failed to abate the hazards and nuisances. An Order to Abate was then issued to the property owner.

The property owner failed to comply with the Order to Abate and a Notice of Intention to Abate was issued.

The property currently remains in a condition that presents a health and safety hazard to the surrounding community, as well as being a public nuisance.

The City has advertised for bids for the demolition of structure(s) and abatement of the property. On June 16, 2022 the city opened bids for the demolition of the building(s) and abatement of the property.

The following is a summary identifying subject property, property owner(s) and violations:

1. Location: 14101 Villa Way Clearlake, CA 95422 A.P.N.# 039-266-300

Owner: Limtiaco, Anthony

Violation(s): CMC violations are as follows: 10-1.6(b), 10-1.6(e), 10-1.6(f), 10-1.6(j), 10-1.6(w)

HSC violations are as follows: 17920.3(a)14, 17920.3(k)

OPTIONS:

Move to authorize the City Manager to execute a contract for the demolition and abatement of real property as described above or deny the authorization for the City manager to execute the contract.

FISCAL IMPACT:

None \$ Contract Amount Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$.

Affected fund(s): General Fund Measure P Fund Measure V Fund Other: .

Comments: Funding will be allocated from the Code Enforcement Property Abatement Account

STRATEGIC PLAN IMPACT

Goal #1: Make Clearlake a Visibly Cleaner City

Goal #2: Make Clearlake a Statistically Safer City

Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities

Goal #4 Improve the Image of Clearlake

Goal #5 Ensure Fiscal Sustainability of City

Goal #6: Update Policies and Procedures to Current Government Standards

Goal #7: Support Economic Development

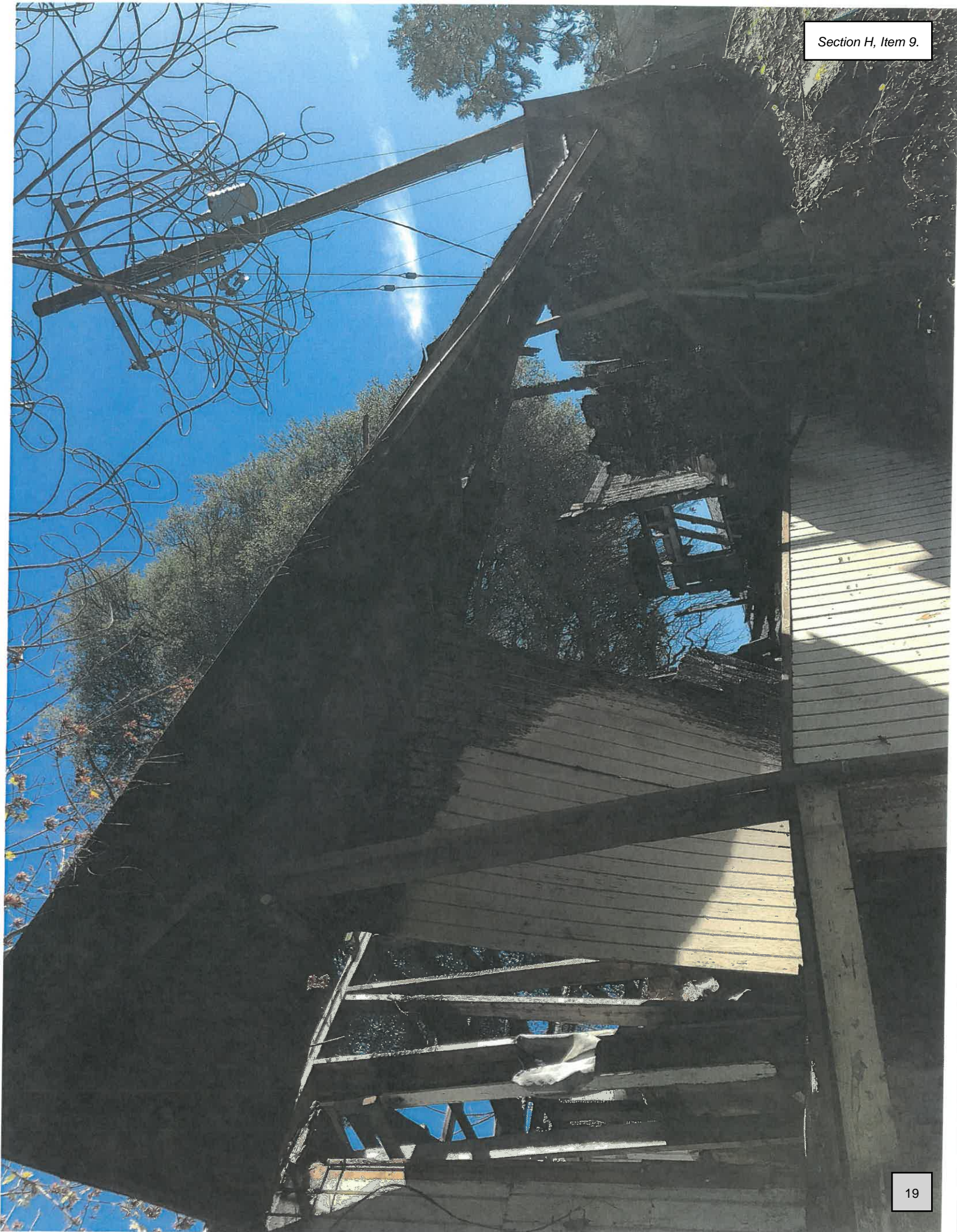
SUGGESTED MOTIONS:

1. Authorize the City Manager to execute a contract for the demolition and abatement of real property located at 14101 Villa Way Clearlake, CA 95422.

- Attachments:**
- 1) Contract
 - 2) Photographs









CITY OF CLEARLAKE

City Council

STAFF REPORT	
SUBJECT: Award of contract for demolition of structure(s) and abatement of property located at 14095 Villa Way Clearlake, CA 95422	MEETING DATE: 06/16/2022
SUBMITTED BY: Lee Lambert- Code Enforcement Supervisor	
PURPOSE OF REPORT ___ Information Only ___ Discussion <u> X </u> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

1. The City Council is being asked to authorize the City Manager to execute a contract for the demolition and abatement of property located at 14095 Villa Way Clearlake, CA 95422.

BACKGROUND/DISCUSSION: The purpose of this hearing is to authorize the City Manager to execute a contract for the demolition and abatement of real property, as referenced below.

The property was deemed to be a health and safety hazard, as well as a public nuisance by a Code Enforcement Officer. A Notice of Violation was issued to the property owner.

Ample and sufficient time was given to the property owner to voluntarily abate the hazards and nuisances.

The property owner failed to abate the hazards and nuisances. An Order to Abate was then issued to the property owner.

The property owner failed to comply with the Order to Abate and a Notice of Intention to Abate was issued.

The property currently remains in a condition that presents a health and safety hazard to the surrounding community, as well as being a public nuisance.

The City has advertised for bids for the demolition of structure(s) and abatement of the property. On June 16, 2022 the city opened bids for the demolition of the building(s) and abatement of the property.

The following is a summary identifying subject property, property owner(s) and violations:

1. Location: 14095 Villa Way Clearlake, CA 95422 A.P.N.# 039-266-070

Owner: Palermo Drive LLC

Violation(s): CMC violations are as follows: 10-1.6(b), 10-1.6(c), 10-1.6(e), 10-1.6(f), 10-1.6(j), 10-1.6(s), 10-1.6(w)

HSC violations are as follows: 17920.3(a)14, 17920.3(b)2, 17920.3(b)6, 17920.3(j), 17920.3(k)

OPTIONS:

Move to authorize the City Manager to execute a contract for the demolition and abatement of real property as described above or deny the authorization for the City manager to execute the contract.

FISCAL IMPACT:

None \$ Contract Amount Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$.

Affected fund(s): General Fund Measure P Fund Measure V Fund Other: .

Comments: Funding will be allocated from the Code Enforcement Property Abatement Account

STRATEGIC PLAN IMPACT

Goal #1: Make Clearlake a Visibly Cleaner City

Goal #2: Make Clearlake a Statistically Safer City

Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities

Goal #4 Improve the Image of Clearlake

Goal #5 Ensure Fiscal Sustainability of City

Goal #6: Update Policies and Procedures to Current Government Standards

Goal #7: Support Economic Development

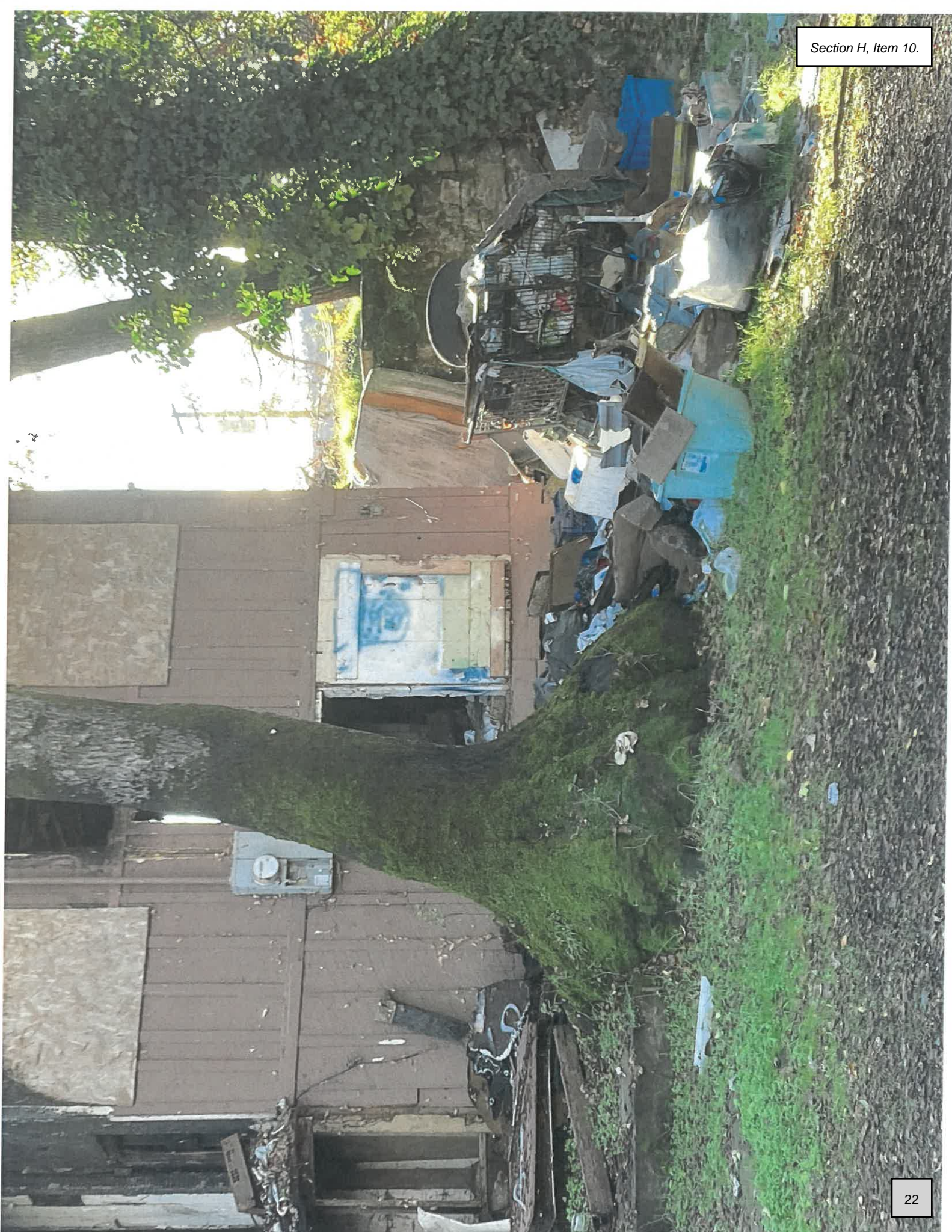
SUGGESTED MOTIONS:

- 1. Authorize the City Manager to execute a contract for the demolition and abatement of real property located at 14095 Villa Way Clearlake, CA 95422.

Attachments:

1) Contract

2) Photographs









STAFF REPORT	
SUBJECT: Continuation of Authorization to Implement and Utilize Teleconference Accessibility to Conduct Public Meetings Pursuant to Assembly Bill 361	
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Clerk to implement and utilize teleconference accessibility to conduct public meetings pursuant to Assembly Bill 361 (Stats. 2021, ch. 165).

BACKGROUND/DISCUSSION:

On Friday, September 17, 2021, the Governor signed AB 361. Because the bill contained urgency findings, the law is now in effect. AB 361 allows local agencies to continue to conduct remote (“Zoom”) meetings during a declared state of emergency, provided local agencies comply with specified requirements. Absent this legislation, local agencies would have had to return to traditional meetings beginning on October 1, 2021.

Starting October 1, and running through the end of 2023, to participate in remote meetings, public agencies must comply with the requirements of new subsection (e) of Government Code section 54953.

The Council passed Resolution No. 2021-48 on October 7, 2021, which made the necessary findings for all subordinate legislative bodies of the City, such as the Planning Commission, so these bodies can also continue to meet remotely.

Subsequent Remote Meetings

Any time after the first remote meeting of the legislative body, it can meet remotely if both of the following apply:

1. State/local emergency/social distancing. Either:
 - a. “a state of emergency remains active” or
 - b. “state or local officials have imposed or recommended measures to promote social distancing” and
2. 30 days. Within the last 30 days (which vote may occur at that meeting) the legislative body has made the following findings by majority vote “(A) The legislative body has reconsidered the circumstances of the state of emergency. (B) Any of the following circumstances exist (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing.”

OPTIONS:

1. Move to adopt the attached resolution to allow ongoing teleconferencing of public meetings
2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
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- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED ACTIONS:

1. Adopt Resolution making the necessary findings to continue to hold remote meetings as required by AB 361.

- Attachments:** 1) Resolution No. 2022-40

RESOLUTION NO. 2022-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO
AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC” MEETINGS
DURING THE STATE OF EMERGENCY

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency stemming from the COVID-19 pandemic (“Emergency”); and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Government Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body and all other subordinate legislative bodies of the City to conduct remote “telephonic” meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes legislative bodies of the City to continue to conduct remote “telephonic” meetings provided that the City has timely made the findings specified therein.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Clearlake as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency, continues to directly impact the ability of the members of this legislative body and all subordinate legislative bodies of the City to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:

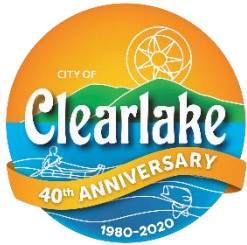
Dirk Slooten, Mayor

ATTEST:

Melissa Swanson, City Clerk

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Continuation of Director of Emergency Services/City Manager Order (Directive #CACHE-01) Restricting Access to Specified Areas as a Result of Cache Fire	
SUBMITTED BY: Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL:

On August 18, 2021 The Director of Emergency Services/City Manager issue a Proclamation of Local Emergency due to the Cache Fire, which was ratified by the City Council on August 19, 2021.

On August 23, 2021 the roadblocks into the fire area were lifted and unauthorized access to the Cache Fire impacted properties became a concern. Based on this concern and the need for law enforcement to have the appropriate tools to prohibit and take action against illegal activity in the area, the City Manager issued a directive restricting access to specified areas as a result of the Cache Fire.

Pursuant to Section 2-11.6.a.6.a of the Clearlake Municipal Code, the Director is empowered to make and issue rules and regulation on matters reasonably related to the protection of life and property as affected by such emergency; provide, however such rules and regulations must be confirmed at the earliest practical time by the City Council.

Staff believes there is still a need to restrict unauthorized access to the areas under the Cache Fire Directive #1 and it is in the best interests of the City to have the Council ratify and continue this order until the state of emergency can be lifted.

OPTIONS:

- 1. Continue to ratify order.

FISCAL IMPACT:

None Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Attachments:

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Continuation of Declaration of Local Emergency Issued on August 18, 2021 and Ratified by Council Action August 19, 2021	
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to keep declaration of emergency active and set next review in sixty days.

BACKGROUND/DISCUSSION:

On August 18, 2021 City Manager Flora, as the Director of Emergency Services for the City of Clearlake, declared a Local Emergency due to the Cache Fire:

“A local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property”

According to California Government Code Section 8630:

- (a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body.
- (b) Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body.
- (c) The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.
- (d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

On August 19, 2021, the Council ratified the Proclamation of the Local Emergency by adoption of Resolution No. 2021-44. The Council must continue the Proclamation every 60 days or terminate the local emergency.

It is recommended that the City Council again continue the Proclamation of Emergency Resolution No. 2021-44 and review the status of the Proclamation again within 60 days.

OPTIONS:

1. Move to continue the Proclamation of Emergency ratified in Resolution No. 2021-44 and review the status of the Proclamation again within 60 days
2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments: There is potential for recovery of costs by the City due to the declared state of emergency.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to continue the Proclamation of Emergency ratified in Resolution No. 2020-10 and review the status of the Proclamation again within 60 days.



Clearlake, CA

Packet: APPKT01379 - 6/2/22 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
VEN01168	ADAM J GIORDANO	06/02/2022	Regular	0.00	400.00	12681
VEN01187	AMERICAN INDUSTRIAL EQUIPMENT, I	06/02/2022	Regular	0.00	1,714.20	12682
000085	ARAMARK UNIFORM SERVICES	06/02/2022	Regular	0.00	49.31	12683
001397	AT&T CALNET 3	06/02/2022	Regular	0.00	357.18	12684
2404	CALTRONICS	06/02/2022	Regular	0.00	157.31	12685
000024	CLEARLAKE POLICE ASSOCIATION	06/02/2022	Regular	0.00	1,500.00	12686
VEN01126	ECORP CONSULTING, INC	06/02/2022	Regular	0.00	275.00	12687
2411	ERIN MCCARRICK	06/02/2022	Regular	0.00	75.00	12688
VEN01108	FAWN CHRISTINE WILLIAMS	06/02/2022	Regular	0.00	75.00	12689
VEN01239	FELIPE FERNANDEZ	06/02/2022	Regular	0.00	240.32	12690
000096	GOLDEN STATE WATER COMPANY	06/02/2022	Regular	0.00	321.02	12691
002070	GOVERNMENTJOBS.COM INC	06/02/2022	Regular	0.00	5,946.75	12692
001402	GREEN VALLEY CONSULTING	06/02/2022	Regular	0.00	63,905.00	12693
002274	JOHN R BENOIT	06/02/2022	Regular	0.00	6,391.27	12694
000108	LAKE COUNTY RECORD BEE	06/02/2022	Regular	0.00	349.71	12695
002280	LAW OFFICES OF P SCOTT BROWNE	06/02/2022	Regular	0.00	1,837.00	12696
002286	LISA WILSON	06/02/2022	Regular	0.00	75.00	12697
VEN01287	MLFLW, LLC	06/02/2022	Regular	0.00	100.00	12698
001489	NAPA AUTO PARTS	06/02/2022	Regular	0.00	4.51	12699
000026	NATIONWIDE RETIREMENT SOLUTION	06/02/2022	Regular	0.00	1,520.08	12700
000027	OPERATING ENGINEERS PUBLIC EMP	06/02/2022	Regular	0.00	67,771.00	12701
000387	PACE SUPPLY CORP	06/02/2022	Regular	0.00	612.79	12702
002215	ROBERT COKER	06/02/2022	Regular	0.00	75.00	12703
002376	ROBERT DEWALT	06/02/2022	Regular	0.00	200.00	12704
002346	ROBERT VIRAMONTES	06/02/2022	Regular	0.00	100.00	12705
VEN01286	TERRY EHRHARDT	06/02/2022	Regular	0.00	282.68	12706
VEN01222	TERRY LEE STEWART	06/02/2022	Regular	0.00	75.00	12707
002375	THOMAS DEWALT	06/02/2022	Regular	0.00	800.00	12708
002343	TYLER VEACH	06/02/2022	Regular	0.00	300.00	12709
001540	US BANK CORPORATE PMT. SYSTEM	06/02/2022	Regular	0.00	30,222.54	12710
	Void	06/02/2022	Regular	0.00	0.00	12711
	Void	06/02/2022	Regular	0.00	0.00	12712
	Void	06/02/2022	Regular	0.00	0.00	12713
	Void	06/02/2022	Regular	0.00	0.00	12714
	Void	06/02/2022	Regular	0.00	0.00	12715
	Void	06/02/2022	Regular	0.00	0.00	12716
	Void	06/02/2022	Regular	0.00	0.00	12717
000708	VALIC LOCKBOX	06/02/2022	Regular	0.00	395.00	12718
002298	W-TRANS	06/02/2022	Regular	0.00	22,720.00	12719

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	32	0.00	208,847.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	155	39	0.00	208,847.67

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2022	208,847.67
			<u>208,847.67</u>



Clearlake, CA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001911	ADAMS ASHBY GROUP INC	06/09/2022	Regular	0.00	16,800.00	12720
VEN01205	AMANDA LEE GARDETTE	06/09/2022	Regular	0.00	150.00	12721
000085	ARAMARK UNIFORM SERVICES	06/09/2022	Regular	0.00	49.31	12722
001435	ARGONAUT CONSTRUCTORS	06/09/2022	Regular	0.00	2,872,782.97	12723
2418	BICOASTAL MEDIA, LLC	06/09/2022	Regular	0.00	815.00	12724
000068	BOB'S JANITORIAL	06/09/2022	Regular	0.00	138.09	12725
002162	CALIFORNIA ENGINEERING	06/09/2022	Regular	0.00	36,647.57	12726
001744	DC ELECTRIC	06/09/2022	Regular	0.00	4,400.00	12727
001732	GARY PRICE CONSULTING SERVICES	06/09/2022	Regular	0.00	4,510.00	12728
001402	GREEN VALLEY CONSULTING	06/09/2022	Regular	0.00	25,812.50	12729
000121	HIGHLANDS WATER COMPANY	06/09/2022	Regular	0.00	1,145.73	12730
001554	HINDERLITER DELLAMAS & ASSOC.	06/09/2022	Regular	0.00	1,652.94	12731
001949	ICE WATER DISTRIBUTORS INC	06/09/2022	Regular	0.00	128.00	12732
000108	LAKE COUNTY RECORD BEE	06/09/2022	Regular	0.00	582.24	12733
000793	MEDIACOM	06/09/2022	Regular	0.00	650.00	12734
001392	OFFICE DEPOT	06/09/2022	Regular	0.00	432.11	12735
000387	PACE SUPPLY CORP	06/09/2022	Regular	0.00	3,808.88	12736
000130	PITNEY BOWES	06/09/2022	Regular	0.00	701.68	12737
002031	REDWOOD COAST FUELS	06/09/2022	Regular	0.00	5,358.59	12738
2429	SANDERS PUMP & IRRIGATION	06/09/2022	Regular	0.00	426.08	12739

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	20	0.00	2,976,991.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	46	20	0.00	2,976,991.69

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2022	2,976,991.69
			<u>2,976,991.69</u>

MINUTES OF PREVIOUS MEETING

May 11, 2022

The regular monthly meeting of the Board of Trustees of the Lake County Vector Control District was called to order at 1:30 P.M. by President Giambruno.

Board Present: Rob Bostock, Curt Giambruno, Chuck Leonard, Ron Nagy, and George Spurr.

Absent: None.

District Personnel: Jamesina Scott, Ph.D., Manager and Research Director and Ms. Jacinda Franusich, Office Manager.

Guests: Mr. Austris Rungis of Industrial Employers Distributors Association (IEDA).

Citizen's Input: None.

Agenda additions/Deletions: None.

Convene to Closed Session at 1:31 P.M.

Closed Session

Conference with Labor Negotiators, pursuant to Government Code Section 54957.6 for the purpose of reviewing its position and instructing the LCVCD's designated representatives: Jamesina J. Scott (District Manager) and Austris Rungis (IEDA).

Convene to Open Session at 2:35 P.M.

Report from Closed Session

No reportable actions were taken.

Approve Minutes of April 13, 2022 Regular Meeting

Mr. Bostock moved to approve the minutes of the April 13, 2022 Regular Meeting with a correction to the check numbers to include checks 20847-20863 in the amount of \$47,197.08 making the total expenditures for April \$120,392.56. Mr. Nagy seconded the motion. Motion carried unanimously.

Research Report for April 2022

Dr. Scott reported on arbovirus activity. No West Nile virus (WNV) activity has been reported in Lake County in 2022.

The District’s sentinel chickens were picked up in April. There will be two flock locations (Upper Lake and Lower Lake) with the chickens being tested every two weeks beginning in mid-June.

For the rest of California and the United States, two mosquito samples (one from Orange County and one from Riverside County) have tested positive for WNV in 2022.

Dr. Scott reported on adult biting fly activity. Carbon dioxide-baited traps were set in Cobb, Kelseyville, Lakeport, Lower Lake, and Upper Lake. Among the mosquito species collected were *Aedes sierrensis*, *Culiseta incidens*, and *Culiseta inornata*.

New Jersey light traps were set near Borax Lake and in the Reclamation in April. Among the mosquito species collected were *Anopheles freeborni* and *Culiseta inornata*. In addition, biting black gnats were collected from the Borax Lake trap.

Dr. Scott reported on tick testing. Thirteen *Ixodes pacificus* ticks that Lake County residents removed from themselves have been submitted to the Sonoma County Public Health Laboratory for testing for *Borrelia burgdorferi*. One sample was positive, ten were negative, and two results are pending.

Dr. Scott reported on Clear Lake Gnat, Chironominae, and Tanypodinae Surveillance in Clear Lake. Lake checks were not completed in April due to staff availability and weather.

Operation Report for April 2022

The rain gauge at the LCVCD office in Lakeport received 1.57 inches of rain in April. Total rainfall for the season is 19.17 inches.

On April 1, the level of Clear Lake was 0.43 feet on the Rumsey Gauge. The lake level was 0.28 feet by the end of April.

District Vector Control Technicians completed 111 service requests in April, with 49 requests received online.

Vector Control Technicians Sandi Courcier and Julian Chavez inspected 55 exposed septic tanks that were damaged in the 2015 Valley Fire; 47 tanks required treatment. The District has renewed its request to Lake County Environmental Health for assistance in contacting the owners and requesting the exposed tanks be repaired, properly retired, or otherwise made safe.

On April 7, the Lake County Private Schools Principals met in the District's conference room.

On April 19, the Konocti Christian Academy Board of Directors met in the District's conference room.

Bridges Construction began construction of the concrete block wall on the north side of the District's Esplanade property.

In April the District's fire extinguishers were serviced by Phoenix Fire Defense. As part of the process the fire extinguishers were inventoried and two new extinguisher locations were added.

On April 19, the District's Todd Road property had a compliance inspection for the Certified Unified Program Agencies (CUPA). The inspection was conducted by Lake County Environmental Health Hazardous Materials Specialist, Daniel Goid.

On April 5-6 Dr. Scott and Entomologist Cassie Urquhart attended the 5th Annual Meeting of the Pacific Southwest Center of Excellence in Vector-Borne Diseases (PacVec) in Sacramento.

On April 7, Office Manager Jacinda Franusich and Dr. Scott participated in the Vector Control Joint Powers Agency's (VCJPA's) ResoluteGuard Presentation regarding online security coverage.

On April 12, Dr. Scott attended the CSDA webinar "Reserve Policies for Special Districts: How Much is Enough?" The webinar reviewed reserve policies and provided templates for Districts that need to adopt a reserve policy.

On April 21, the District's employees attended the VCJPA webinar, "Interacting Effectively with the Homeless and Mentally Ill."

On May 4, the District will participate in the 4th Annual Lake County Ag & Natural Resources Days at the Lake County Fairgrounds. This event is for grades Kindergarten through 6th grade. On May 11, Ag & Natural Resources Career Day for high school students will be held.

Dr. Scott has been invited to write a guest column for “Lady of the Lake” in the Lake County News and to also appear on Lake County Water Resources’ Water Quality Wednesday webcast on June 1, 2022.

Dr. Scott participated in the Mosquito and Vector Control Association of California (MVCAC) all-hands call on April 15.

On April 20, Dr. Scott attended the MVCAC Sacramento Valley Regional Meeting via videoconference.

During April Dr. Scott spoke with representatives from Golden State Risk Management Authority (GSRMA), Special Districts Risk Management Authority (SDRMA), and CalPERS regarding health coverage options for District employees. Limited plans are available for the Lake County area, and would cost 22%-46% more for the closest level to existing coverage.

On April 22, Dr. Scott attended the MVCAC Budget Discussion via Zoom.

On April 25-27, Dr. Scott attended the ERMA Board of Directors Meeting and the MVCAC Spring Board of Directors and committee meetings in Sacramento.

Consideration of Resolution No. 22-02 A Resolution Establishing the 2022-2023 Proposition 4 Appropriations Limit

After some discussion, Mr. Bostock moved to approve Resolution 22-02 A Resolution Establishing the 2022-2023 Proposition 4 Appropriations Limit. Mr. Spurr seconded the motion. Motion carried by roll call vote as follows: 5 in favor (Mr. Bostock, Mr. Giambruno, Mr. Leonard, Mr. Nagy, and Mr. Spurr).

Adopt a Proposed Lake County Vector Control District Budget for FY 2022-2023

After some discussion, Mr. Bostock moved to approve the Proposed Lake County Vector Control District Budget for FY 2022-2023. Mr. Leonard seconded to motion. Motion carried unanimously.

Approve Budget Transfers

Mr. Bostock moved to approve the budget transfer from 796.90-91 Contingencies, in the amount of \$2,500 to 796.14-00 Household Expenses in the amount of \$1,000, and to 796.17-00 Equipment Maintenance in the amount of \$1,500. Mr. Nagy seconded the motion. Motion carried unanimously.

Consideration of Resolution No. 22-03 A Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees’ Retirement System and the Board of Trustees Lake County Vector Control District

After some discussion, Mr. Spurr moved approve Resolution No. 22-03 A Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees’ Retirement System and the Board of Trustees Lake County Vector Control District. Mr. Nagy seconded the motion. Motion carried unanimously.

Approval of Checks for the Months of May 2022

Mr. Nagy moved to approve Check Nos. 20864-20910 for the month of May 2022 in the amount of \$57,044.10. Mr. Leonard seconded the motion. Motion carried unanimously.

Other Business

Dr. Scott mentioned that required Harassment Prevention Training is due this year. The Trustees mentioned that they would like to hold the training prior to the beginning of a regular meeting.

Announcement of Next Regular Board Meeting

The next regular meeting of the Board of Trustees of the Lake County Vector Control District will be at 1:30 P.M. on June 8, 2022 in the LCVCD Board Room, 410 Esplanade, Lakeport, CA 95453.

Mr. Nagy moved to adjourn the meeting. Mr. Spurr seconded the motion. Motion carried unanimously. There being no other business the meeting was adjourned by President Giamb Bruno at 3:30 P.M.

Respectfully submitted,

Ronald Nagy
Secretary

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Review of the Conflict of Interest Code	MEETING DATE: June 16, 2022
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to review the Conflict of Interest Code.

BACKGROUND/DISCUSSION:

The Political Reform Act requires every local government agency to review its conflict-of-interest code biennially. No later than July 1 of each even-numbered year, code reviewing bodies must notify each agency within their jurisdiction to review its conflict-of-interest code.

The City Council is the code reviewing body for City agencies. Therefore, no later than July 1, the Council must direct staff to begin reviewing the Code and determine by October 1 if amendments are necessary. Changes to the code will then be proposed after a 60-day notice to affected parties, and an amended code is anticipated to be adopted at the December 1st Council meeting.

In 2008, the Council adopted the FPPC’s standard Conflict-of-Interest Code by reference, saving staff time and ensuring that future changes in the law are covered by the City’s Code. Due to the several changes over the past two years, staff anticipates substantive changes to the designated filers category.

The 2020 Conflict of Interest Code is attached. It is also available on the City website under the Administrative Services Department section.

OPTIONS:

- 1. Move to authorize the City Manager to review the Conflict of Interest Code
- 2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No
 Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$
 Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to authorize the City Manager to review the Conflict of Interest Code.

- Attachments:** 1) 2020 Conflict of Interest Code
2) FPPC Local Agency Biennial Notice Instructions

FAIR POLITICAL PRACTICES COMMISSION

2022 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2022**: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 3, 2022**: The biennial notice must be filed with the agency’s code reviewing body.

The FPPC has prepared a 2022 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency’s conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency’s amended code is not effective until it has been approved by the code reviewing body.

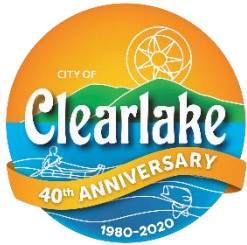
If you answer yes, to any of the questions below, your agency’s code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency’s organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency’s conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC’s website](https://www.fppc.ca.gov).

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Authorization of an Amendment of budget for the 2021 Measure V Improvement Project	MEETING DATE: June 16, 2022
SUBMITTED BY: Adeline Brown, Engineer Tech	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve an amendment to the current budget for the 2021 Measure V Project for \$104,000.

BACKGROUND/DISCUSSION:

The City awarded a contract with Granite Construction for the 2021 Measure V Improvement Project. The total actual contract work including change orders performed was as follows:

Total work performed:	\$2,526,790.92
Total budget including approved prior amendment:	\$2,423,121.50
Total adjustment needed:	\$ 104,000.00

OPTIONS:

1. Move to amend the budget for the 2021 Measure V Project in the amount of \$104,000.
2. Other direction

FISCAL IMPACT:

None \$104,000 Budgeted Item? Yes No
 Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$
 Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake

- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to amend the budget for the 2021 Measure V Project in the amount of \$104,000.

Attachments:

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Consideration of resolution No.2022-39, A Resolution of the City of Clearlake, approving an 18-month road closure of multiple dirt roads, in the area of the Cache Fire, and Park St. from Sonoma to Oregon, in an effort to reduce illegal dumping.	MEETING DATE: 05/19/22
SUBMITTED BY: Dale Goodman, Director of Public Works	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to: 1) Pass a resolution approving an 18-month closure of multiple dirt roads in the area of the Cache Fire, and Park St from Sonoma to Oregon, and 2) Authorize City Staff to take the actions recommended below to secure the area.

BACKGROUND/DISCUSSION:

The last several years Public Works, Code Enforcement and public volunteers have cleaned up and removed tons of trash, debris and hazardous waste from the homeless camps and illegal dumping’s in the public roads north of Dam Road, and the general area of the Cache Fire. Closing the roads will not be one hundred percent effective but it will help reduce the trash, debris and hazardous waste dumped in the area. The road closures will not restrict access to any current homeowners, only access to vacant lots. The City will make arrangements with owners to access their property for lawful purposes, as needed. Similar action was previously taken in the area near Pomo School, and on the Rodey property, to the south and east of Walmart and tractor Supply.

The City will provide k-rails and other necessary equipment and personnel to place the equipment in a way to limit access to the area. Staff will install Road Closed, No Dumping, No Trespassing and or No Camping signs, and will notify the public, Police Department and Fire Department of road closures.

This action requires a legal notice in the local newspaper as well as notices to potentially impacted property owners. Notices, as well as a letter from the City, describing the intent will be consistent with state law.

OPTIONS:

1. Hold Public Hearing, hear public comment and adopt Resolution No. 2022-39
2. Other direction

FISCAL IMPACT:

None Yes Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other: Park Project Funds

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to adopt Resolution No. 2022-39 authorizing the closure of the roads listed in Attachment A for a period of 18 months, for the health and welfare of the public, and to protect the environment.

ATTACHMENTS:

- A. Road Closure List
- B. Resolution for closure of the listed roads

ROAD CLOSURE LIST

- Park St Oregon Ave to Sonoma Ave
- 8th Avenue between Boyles Avenue and Wilkinson Avenue
- Wilkinson Avenue between 3rd Avenue and 8th Avenue
- 6th Avenue between Konocti Avenue and Cache Street
- 5th Avenue between Konocti Avenue and East Drive
- 4th Avenue between Konocti Avenue and East Drive
- 3rd Avenue between Wilkinson Avenue and East Drive
- 2nd Avenue between Wilkinson Avenue and East Drive
- Cache Street between 6th Avenue and 2nd Avenue
- Old Dam Rd/2nd Avenue (northeast segment) between Dam Rd and 2nd Avenue.
- Unnamed road segments between 6th, 5th, 4th, 3rd, and 2nd, between Wilkinson and Cache Street.

RESOLUTION NO. 2022-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE AUTHORIZING THE TEMPORARY CLOSURE OF A CERTAIN ROADS, TO REDUCE ILLEGAL DUMPING AND TO PROTECT THE ENVIRONMENT, AND THE PUBLIC HEALTH AND WELFARE

WHEREAS, the City Manager has requested permission from the City Council to temporarily close the road segments listed in Attachment A, for a period of eighteen (18) months, with the possibility of extension,

WHEREAS, the City Council of the City of Clearlake deems such closure necessary for the health and welfare of the public and the protection of the environment,

NOW, THEREFORE, the City Council of the City of Clearlake hereby authorizes the temporary road closure of the road segments listed in Attachment A.

PASSED AND ADOPTED on June 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake

CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Adoption of Appropriations Limit (Gann Limit) for Fiscal Year 2022-23 and designating the formula to be used for calculation of same	MEETING DATE: June 16, 2022
SUBMITTED BY: Kelcey Young, Finance Director Alan D. Flora, City Manager	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Annual adoption of appropriations limit as required by state law.

BACKGROUND/DISCUSSION:

It is necessary for the City Council to approve the attached Resolution Adopting an Appropriations Limit for each fiscal year, in compliance with Proposition 4 (Gann Limit). The City is well under the calculated appropriations limit and has the capacity to significantly increase the size of the budget, should that become necessary, or possible, at some future time.

The resolution, appropriations limit calculation (Schedule A), and reference material from the Department of Finance are attached here.

OPTIONS:

1. Move to adopt Resolution No. 2022-42
2. Other direction

FISCAL IMPACT:

None \$0 Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other: All Funds

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City

- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to adopt Resolution No. 2022-42.

- Attachments:** 1) Resolution No. 2022-42

CITY OF CLEARLAKE

RESOLUTION NO. 2022-42

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
ADOPTING THE APPROPRIATIONS LIMIT FOR FY 2022-23 AND
DESIGNATING THE FORMULA TO BE USED FOR CALCULATION OF SAME**

WHEREAS, Article XIII B of the State Constitution requires that each Public Agency, including the City of Clearlake, adopt an appropriation limit for each fiscal year (FY); and

WHEREAS, pursuant to a 1990 amendment to the laws governing appropriation limits, authorizing and requiring public agencies to select a formula each fiscal year for the calculation of said limit; and

WHEREAS, allowable formulas for the calculation of said limit are:

- a. City population increase and the January 1, California per capita income index as provided by the California Department of Finance; or
- b. County population increase and the January 1, California per capita income index as provided by the California Department of Finance; or
- c. City population increase and increase in non-residential assessed valuation; or
- d. County population increase and increase in non-residential assessed valuation.

WHEREAS, the City of Clearlake has been unable to perform fiscal analysis of calculation formula c and d, as set forth herein, as the appropriate breakdown of assessed valuation figures are not available to the City at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clearlake that the formula will be selected as follows:

Section 1. Formula for Calculating: The FY 2022-2023 Appropriation Limit for the City of Clearlake shall be calculated using the percent increase in population of the County of Lake from January 1, 2021 to January 1, 2022 (-0.33%) and the FY 2022-23 California per capita income price index as provided by the California Department of Finance in May, 2022 (7.55%).

Section 2. Appropriation Limit: The FY 2022-2023 Appropriation Limit is hereby set at \$ 9,467,639, as calculated on attached Schedule A.

Section 3. Selection of Option for Calculation: The City Council of the City of Clearlake hereby reserves the right to amend its selection of the FY 2022-2023 calculation formula, subsequent to future availability of the necessary information and financial analysis of calculation formula “c” and “d” as set forth herein.

PASSED AND ADOPTED on this 16th day of June, 2022 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake

City of Clearlake
APPROPRIATIONS LIMIT CALCULATION

SCHEDULE A

CALCULATION OF FY 2022-23 APPROPRIATIONS LIMIT:

FY 2021-22 APPROPRIATIONS LIMIT	8,832,158
<hr/>	
Change in County of Lake Population (1/1/21 TO 1/1/22)	-0.3300
Change in California Per Capita Personal Income	7.5500
<hr/>	
Combined Population/Income Factor	1.0720

PROPOSED APPROPRIATIONS LIMIT FOR FY 2022-23:

(Prior Year Appropriations Limit multiplied by Combined Population/Income Factor) **9,467,639**

CALCULATION OF APPROPRIATIONS SUBJECT TO LIMIT:

PROPOSED FY 2022-23 PROCEEDS OF TAXES

GENERAL FUND TAXES	5,171,087
MEASURE P TAXES	1,385,800
MEASURE V TAXES	2,787,563
<hr/>	
TOTAL CITY OF CLEARLAKE APPROPRIATIONS SUBJECT TO LIMIT	9,344,450

COMPARISON OF FY APPROPRIATIONS LIMIT & APPROPRIATIONS SUBJECT TO LIMIT

PROPOSED APPROPRIATIONS LIMIT FOR FY 2022-23	9,467,639
LESS: FY 2022-23 APPROPRIATIONS SUBJECT TO LIMIT	9,344,450
<hr/>	
REMAINING APPROPRIATIONS CAPACITY	123,189

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
 Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2021-2022	1-1-21	1-1-22	1-1-2022
Lake				
Clearlake	-0.97	16,671	16,509	16,509
Lakeport	2.06	4,898	4,999	4,999
Unincorporated	-0.35	46,016	45,857	45,899
County Total	-0.33	67,585	67,365	67,407

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**SLOWING STATE POPULATION DECLINE PUTS
LATEST POPULATION AT 39,185,000**

FOR IMMEDIATE RELEASE:
May 2, 2022

CONTACT: Walter Schwarm
(916) 323-4086
H.D. Palmer
(916) 323-0648

SACRAMENTO— California's population dipped slightly by 117,552 residents last year, bringing the state's total to 39,185,605 people as of January 1, 2022, according to new population estimates and housing data released today by the California Department of Finance.

The 0.3-percent decline represents a slowing compared to the 0.59-percent decline over the nine-month period between the April 2020 Census date and the year's end.

As Baby Boomers age, and fertility declines among younger cohorts, the continuing slowdown in natural increase -- births minus deaths -- underlies the plateauing of the state's population growth. The addition of COVID-19-related deaths, federal policies restricting immigration, and an increase in domestic out-migration further affected population totals. Overall growth was also affected by continuing federal delays in processing foreign migration: while last year saw positive immigration (43,300), the level was below the average annual rate of 140,000 before the pandemic.

The report contains preliminary year-over-year January 2022 and revised January 2021 population data for California cities, counties, and the state. These estimates are based on information through January 1, 2022. Significant changes over the year include:

- While population growth remained strong in the interior counties of the Central Valley and the Inland Empire, the majority of counties saw declines, including every coastal county except San Luis Obispo, Santa Barbara, and Santa Cruz (due in part to college students returning to campus).
- Only two counties had growth above one percent: Yolo (1.8 percent), due to increases in college group quarters (dorms), and San Benito (1.1 percent), due to housing gains. Following in percentage growth were Modoc (1.0 percent), Tuolumne (0.9 percent), and Merced (0.9 percent) counties.
- Thirty-four of the state's fifty-eight counties lost population. The ten largest percentage decreases occurred in Plumas (-3.2 percent), Lassen (-2.8 percent), Butte (-2.4 percent), Del Norte (-1.4 percent), Napa (-1.0 percent), San Mateo (-0.9 percent), Marin (-0.9 percent), Shasta (-0.8 percent), San Francisco (-0.8 percent), and Ventura (-0.8 percent).
- The state's three most populous counties all experienced population loss: Los Angeles declined by 70,114 persons (-0.7 percent), San Diego by 1,197 persons (-0.04 percent), and Orange by 7,297 persons (-0.2 percent).

Also of note in the report:

- 361 cities lost population, while 118 gained population and 3 had no change.
- Of the ten largest cities in California, Bakersfield had the largest percentage gain in population (0.7 percent, or 2,736), followed by San Diego (0.2 percent, or 2,958).
- Group quarters represent 2.3 percent (907,000) of the total state population. This population includes those living in college dormitories (240,000) and in correctional facilities (172,000). Between April 1, 2020 and January 1, 2021, California's group quarters population decreased by 165,000 people or 17 percent, due principally to policies associated with COVID-19. The dormitory population dropped by 109,000 (45.0 percent). In 2021, however, college group quarters populations have returned to 98.9 percent of their 2020 Census levels with 240,000 students in dormitories, which restored populations in many college towns. Areas most affected by the pandemic-driven shift in college dormitory population between 2020 and 2021 based on total population growth include: Unincorporated Yolo County (26.5 percent), Santa Cruz (11.3 percent), Albany (5.4 percent), Unincorporated Santa Barbara County (4.5 percent), Seaside (3.1 percent), and Irvine (3.0 percent).
- State prisons are generally located in remote areas; as a result, increases or decreases can account for significant changes in their respective area populations. For example, prison declines led to population decreases in Taft (-4.7 percent) in Kern County, Susanville (-9 percent) in Lassen County, and Crescent City (-4.1 percent) in Del Norte County.

Background Information:

These population estimates are produced annually by the Department of Finance for use by local areas to calculate their annual appropriations limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

These estimates reflect a state and county level revision of the preliminary January 1, 2021 estimates that were released in May 2021 and reflected a state population at 39,466,855 versus this year's revised estimate of 39,303,157; a downward revision of 163,698. The primary causes are the change to a new Census 2020 benchmark, and higher migration estimates during the COVID-19 pandemic.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Comparing Census Bureau's recently released July 1, 2021 estimates with Finance's January 1, 2022 estimates should generally be avoided since they refer to different points in time. In addition, there are numerous differences between the two series including the effects of the wildfires, changes in migration patterns, accelerating slowdown in births, and excess deaths due to the COVID-19 pandemic that make comparisons difficult.

All Finance population and housing estimates are benchmarked to a decennial census. The estimates in this report are benchmarked to the 2020 decennial census.

Related population reports are available on the Department's website:
<http://www.dof.ca.gov/Forecasting/Demographics/>

E-1: City/County/State Population Estimates with Annual Percent Change January 1, 2021 and 2022

JURISDICTION	Total Population		Percent Change	JURISDICTION	Total Population		Percent Change
	1/1/21	1/1/22			1/1/21	1/1/22	
Humboldt	135,553	135,168	-0.3	Lassen	31,132	30,274	-2.8
Arcata	17,633	18,059	2.4	Susanville	14,514	13,212	-9.0
Blue Lake	1,165	1,151	-1.2	Balance of County	16,618	17,062	2.7
Eureka	27,134	26,768	-1.3				
Ferndale	1,376	1,367	-0.7	Los Angeles	9,931,338	9,861,224	-0.7
Fortuna	12,523	12,432	-0.7	Agoura Hills	19,975	19,771	-1.0
Rio Dell	3,380	3,342	-1.1	Alhambra	82,182	81,834	-0.4
Trinidad	300	296	-1.3	Arcadia	56,240	55,934	-0.5
Balance of County	72,042	71,753	-0.4	Artesia	16,347	16,226	-0.7
				Avalon	3,428	3,394	-1.0
Imperial	179,488	179,329	-0.1	Azusa	50,191	49,704	-1.0
Brawley	26,648	26,952	1.1	Baldwin Park	71,455	70,855	-0.8
Calxico	38,906	38,711	-0.5	Bell	33,962	33,624	-1.0
Calipatria	6,465	6,367	-1.5	Bellflower	78,107	77,359	-1.0
El Centro	44,871	44,508	-0.8	Bell Gardens	39,265	38,861	-1.0
Holtville	5,504	5,565	1.1	Beverly Hills	32,565	32,265	-0.9
Imperial	20,755	21,513	3.7	Bradbury	914	904	-1.1
Westmorland	2,017	2,004	-0.6	Burbank	106,268	105,451	-0.8
Balance of County	34,322	33,709	-1.8	Calabasas	23,151	22,926	-1.0
				Carson	92,912	92,362	-0.6
Inyo	18,982	18,978	0.0	Cerritos	49,163	48,634	-1.1
Bishop	3,868	3,869	0.0	Claremont	37,364	37,072	-0.8
Balance of County	15,114	15,109	0.0	Commerce	12,273	12,140	-1.1
				Compton	95,261	94,233	-1.1
Kern	907,324	909,813	0.3	Covina	50,933	50,449	-1.0
Arvin	19,833	19,639	-1.0	Cudahy	22,526	22,318	-0.9
Bakersfield	406,129	408,865	0.7	Culver City	40,330	40,135	-0.5
California City	14,942	14,952	0.1	Diamond Bar	54,782	54,204	-1.1
Delano	50,045	51,258	2.4	Downey	113,525	112,584	-0.8
Maricopa	1,028	1,018	-1.0	Duarte	21,473	21,258	-1.0
McFarland	14,034	13,902	-0.9	El Monte	108,728	107,706	-0.9
Ridgecrest	28,059	28,061	0.0	El Segundo	17,244	17,084	-0.9
Shafter	19,950	20,486	2.7	Gardena	60,382	59,947	-0.7
Taft	7,355	7,011	-4.7	Glendale	194,618	193,116	-0.8
Tehachapi	12,260	12,375	0.9	Glendora	52,316	51,821	-0.9
Wasco	25,235	26,689	5.8	Hawaiian Gardens	13,755	13,619	-1.0
Balance of County	308,454	305,557	-0.9	Hawthorne	87,722	86,841	-1.0
				Hermosa Beach	19,382	19,171	-1.1
Kings	151,059	152,023	0.6	Hidden Hills	1,736	1,738	0.1
Avenal	12,750	13,186	3.4	Huntington Park	54,519	53,942	-1.1
Corcoran	20,807	22,047	6.0	Industry	440	438	-0.5
Hanford	58,544	58,299	-0.4	Inglewood	107,143	106,481	-0.6
Lemoore	27,225	27,058	-0.6	Irwindale	1,482	1,490	0.5
Balance of County	31,733	31,433	-0.9	La Canada Flintridge	20,291	20,081	-1.0
				La Habra Heights	5,655	5,594	-1.1
Lake	67,651	67,407	-0.4	Lakewood	81,681	80,876	-1.0
Clearlake	16,671	16,509	-1.0	La Mirada	49,074	48,696	-0.8
Lakeport	4,898	4,999	2.1	Lancaster	176,166	175,164	-0.6
Balance of County	46,082	45,899	-0.4	La Puente	37,626	37,587	-0.1
				La Verne	32,608	32,304	-0.9

CITY OF CLEARLAKE

CITY COUNCIL STAFF REPORT

MEETING OF: June 17, 2021

Agenda Item No.

Subject: Adoption of the City of Clearlake’s Budget for FY 2021-22 **Date:** June 11, 2021

Reviewed & Approved:

From: Melissa Swanson, Administrative Services
Director/City Clerk

Recommended Action: Adopt Resolution 2021-33 Adopting the FY 2021-22 City of Clearlake Budget

ISSUE STATEMENT AND DISCUSSION:

The June 17, 2021 City Council meeting will include a Budget Workshop at 5:00 p.m. and the public hearing during the regular meeting on the FY 2021-22 Proposed Budget, a public hearing on the Fee Schedule for FY 2021-22, and the Gann/Appropriations Limit for FY 2021-22. If the Council has no significant changes to the budget, all could be adopted on June 17th. Alternatively, the Council can provide other direction to staff, and the Public Hearing can be continued to a date before July 1st to reconsider adoption once the directed changes are made.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Further detail on the financial and policy implications of the FY 2021-22 Budget are included within the Proposed Budget and will be explained in further detail at the meeting. The proposed Budget can be accessed through the City’s website on the Finance Department webpage at <https://www.clearlake.ca.us/175/Finance> or directly through the City’s OpenGov portal at <https://stories.opengov.com/clearlake/published/acN-Gw72I>

RECOMMENDED ACTION:

Staff recommends the Council Adopt Resolution 2021-33 adopting the City of Clearlake’s FY 2021-22 Budget.

ATTACHMENTS:

Resolution 2021-33 – Adoption of the City of Clearlake FY 2021-22 Budget

CITY OF CLEARLAKE

RESOLUTION NO. 2022-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
ADOPTING THE CITY OF CLEARLAKE FY 2022-23 BUDGET**

WHEREAS, it is the practice of the city of Clearlake to adopt a budget for the following fiscal year by June 30 of every year; and

WHEREAS, the City Council of the City of Clearlake reviewed the FY 2022-23 Proposed Budget at a Noticed Public Hearing of the City Council meeting on June 16, 2021, received input from the public;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clearlake that the documents entitled “City of Clearlake FY 2022-23 Proposed Budget” are adopted,

PASSED AND ADOPTED this 16th day of June, 2022, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Mayor, City of Clearlake

ATTEST:

City Clerk



STAFF REPORT	
SUBJECT: Consideration of Contract with North Bay Animal Services for Full-Scope Animal Care and Control Services	MEETING DATE: June 16, 2022
SUBMITTED BY: Andrew White, Police Chief	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider authorizing the City Manager negotiate and execute a 10-year contract with North Bay Animal Services to provide all animal care and control services in the City.

BACKGROUND/DISCUSSION:

The Clearlake Police Department’s Animal Care & Control Bureau is responsible for animal control services within the City of Clearlake, including operating the animal shelter.

In July 2021, following the departure of both animal control officers (ACO), the City contracted with North Bay Animal Services (NBAS) to provide an ACO. Soon after, due to staffing challenges with the Kennel Technician position, the City contracted with NBAS to provide a temporary Kennel Technician seven days per week.

In September 2021, the City Council authorized continuation of the contracts for the balance of the fiscal year while staff evaluated the feasibility of contracting with NBAS to provide the full scope of animal care and control services, including operating the shelter and performing animal control services.

Since last year, NBAS has been evaluating the operation to determine the feasibility of providing the full scope services to the City. This spring, they determined it was feasible and provided a proposal. The City assembled a negotiating team to evaluate the proposal and conduct preliminary negotiations. The team included Finance Director Young, Lieutenant Hobbs, Lieutenant Snyder and Kennel Technician Weldon. NBAS revised their proposal and has provided a final proposal.

The proposal is attached to this staff report, but the following are the highlights of the proposal:

Animal Care Services

- NBAS will operate the shelter 7 days per week.
- NBAS will open the shelter to the public Tuesday thru Saturday, 1pm-6pm.
- NBAS will continue the city’s efforts toward a No Kill community.
- NBAS will provide access to low-cost spay/neuter clinics, classroom education programs and a commitment to develop local, community specific services.
- NBAS will participate in community events with a focus on education and adoption.
- NBAS will be responsible for the provision of all services, including veterinarian services.
- NBAS will continue the city’s foster and adoption programs, including offering behavior testing programs.

- NBAS will maintain computerized records of animal intake, care provided, etc., and an online providing information regarding strays, adoptable dogs, etc.

Animal Control Services

- NBAS will provide 7 day per week coverage of the city with an ACO.
 - The intended hours of coverage are 9am-6pm, subject to change with approval of the city.
 - Due to training and special events, there may be occasions when the ACO is not present during regular coverage hours, however, for emergency situations, NBAS will dispatch an officer from out of county.
- NBAS will provide full ACO services including impoundment, animal bite investigations, cruelty investigations, public nuisance violations (eg. barking dogs), license enforcement and enforcement of codes related to animals.
- NBAS will provide “on call” emergency response as directed by the City, including disaster response.
- NBAS will ultimately take over administration of the dog licensing program when permitted by the existing contracted license provider.

Financial

- NBAS will provide the services for \$375,000 annually for the term of the contract.
- NBAS will retain all fees collected as part of the provision of services under the contract, including shelter fees, adoption fees and similar.
 - The City Council will retain authority for fees for services delivered under the contract.
- NBAS will be responsible for all costs associated with the care and feeding of animals at the shelter.
- City will make available for use by NBAS the two ACO trucks owned by the City.
 - NBAS will be responsible for maintenance and upkeep of the vehicles, including fuel, but excluding major repairs (Over \$1,000).
 - After five years, the City would transfer ownership of the vehicles to NBAS for \$1 each. After transfer, NBAS would be solely responsible for the vehicles, including replacement.
- City will transfer one truck owned by the City to NBAS for \$1 upon execution of a contract.
- City will make available to NBAS the current animal control facility for operation by NBAS.
 - NBAS will be responsible for minor repairs of the facility.
 - City will be responsible for major repairs (> \$1,000).
- Staff and NBAS have tentatively agreed that a contract on the proposal would provide for at least 6-month notification prior to termination for convenience.

Staff recommends the City Council authorize the City Manager to negotiate and execute a contract with NBAS, consistent with the proposal, for \$375,000 per year for a 10-year term. Staff recommends the City Council exempt this contract from competitive bidding pursuant to Section 3-4.5 of the Clearlake Municipal Code due to the specialized nature of the services.

FISCAL IMPACT:

None \$375,000 annually / 10 yrs. Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City

- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

1. Adopt Resolution 2022-41: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH NORTH BAY ANIMAL SERVICES FOR THE PROVISION OF ANIMAL CARE AND CONTROL SERVICES

- Attachments:**
 - 1) Resolution No. 2022-41
 - 2) NBAS Cover Letter
 - 3) NBAS Proposal (Exhibit A)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH
NORTH BAY ANIMAL SERVICES FOR THE PROVISION OF ANIMAL CARE AND CONTROL SERVICES**

WHEREAS, the Clearlake Police Department’s Animal Care & Control Bureau is responsible for animal control services within the City of Clearlake, including operating the animal shelter, and the City has contracted with North Bay Animal Services (NBAS) for an animal control officer and kennel staff to assist in daily operations of the animal shelter since July 2021; and

WHEREAS, the City has made great strides over the past four years to improve the quality of animal care and control service provided to the community, including investing in a new shelter operation, and through the laudable efforts of staff, have increased the live release rate to a record high; and

WHEREAS, the contracted support from NBAS the past year has shown to be a cost effective avenue to provide increased and consistent staffing that improve the level of service beyond what the city could offer with available funding; and

WHEREAS, NBAS has provided a proposal to provide the full scope of animal care and control services for a period of 10 years and that proposal would further expand the scope and quality of service to the public in a sustainable, fiscally conscious manner.

NOW, THEREFORE BE IT RESOLVED that the City Manager of the City of Clearlake is authorized to negotiate and execute a contract with NBAS for their provision of full-scope animal care and control services for a period of 10-years, in the amount of \$375,000 per year, consistent with the terms set forth in the proposal attached (Exhibit A), including incorporating the transfer and use of city assets; and

BE IT FURTHER RESOLVED, that the City Council of the City of Clearlake hereby waives the competitive formal bidding process pursuant to Clearlake Municipal Code Section 3-4.5, due to the specialized nature of the services provided; and

BE IT FURTHER RESOLVED, that to prevent the interruption of services, until the contract with NBAS is executed, the City Manager is authorized to continue the temporary contracts with NBAS for kennel technician and animal control officer services.

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 16th day of June 2022, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ATTEST: _____
City Clerk Mayor



May 11th, 2022

Andrew White
Police Chief
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422

Chief White,

North Bay Animal Services (NBAS) is pleased to submit a proposal to the City of Clearlake for Animal Care and Control. We believe that our proposal offers a solution to provide a full range of animal services to the City of Clearlake.

NBAS brings together a team of people, to work collaboratively, with transparency, and the highest ethical standards to treat every person and animal we encounter with compassion and respect.

Since July 2021 we have been partnering with the City of Clearlake with positive results. Here are just a few areas that we have happy to report

Animal Control: Calls for service

- 414 Stays
- 19 Animal Cruelty
- 90 Dog Bites
- 34 Owner Assist
- 17 Police Assist
- 92 Welfare Checks
- 114 Enforcement
- 30 Wildlife Calls

Animal Intakes:

- 52 Owner Surrenders
- 124 Seized Custody
- 231 Strays

Animal Outcomes:

- 64 Owner Returns
- 91 Transfer out
- 44 DOA's



These are just a few areas we have strived to gain the trust and respect of the community. We are proud of the work accomplished and the connections made.

We have already hired 4 new staff members of the Clearlake community to help assist the shelter and share the work load. We have had success putting this team together and would love the opportunity to continue our work.

Thank you for considering our services and we look forward to the opportunity to serve the animals and people of Clearlake. The fees for the services are as follows

\$375,000	Per Year
\$31,250	Per Month – (Payable monthly is preferred).
10 Year	Term of Contract

These services provide animal care, control and operating the shelter. The attached proposal and scope of services will outline the services in provided.

On behalf of the NBAS team, I certify that the information provided in our proposal is true, accurate and current.

Sincerely,

Mark Scott
 Executive Director
 North Bay Animal Services
 707-364-9554
 mark@northbayanimalservices.org



Proposal for the City of Clearlake Animal Services

May 11th, 2022

Provided By
North Bay Animal Services
Mark Scott, Executive Director
840 Hopper Street
Petaluma, CA 94952
Telephone: 707-762-6227
E-Mail: Mark@northbayanimalservices.org



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Appendices

- Sample Annual Report**
- UC Davis Cleaning protocols**
- Pet Point animal management software**
- Supporting Documents**



Executive Summary

North Bay Animal Services (NBAS) will provide full Animal Shelter and Animal Control Services to the City of Clearlake 16,000 residents. Public services include Field Services (Animal Control), Shelter Services, and Administrative Services.

NBAS works collaboratively with citizens and other entities in the cities that we serve, putting our collective years of experience to use in order to help homeless pets.

We will provide these services to the City of Clearlake for an annual fee of: \$375,000.

We are proud of our response times in the field. On average, we respond to calls for service during regular business hours (9-6, 7 days a week) within 90 minutes. During our emergency hours, we respond within 90 minutes.

NBAS can accommodate all of the required services specified in the proposal. In addition, we include in our annual cost:

- Commitment to build and maintain a No Kill community. This includes 11 robust programs.
- Access to low-cost spay/neuter clinics.
- Access to classroom education programs.
- A cloud-based software system for tracking animals and field services.
- Commitment to developing local, community specific services as needed.



General Company Description

This California non-profit corporation provides animal services to cities in the North Bay area. We shelter surrendered household pets, adopt them to qualified owners, respond to animal-related requests and maintain the animal licensing program. We also provide Humane Education classes and low-cost spay/neuter services.

Mission Statement:

North Bay Animal Services provides high quality, comprehensive services to the community that result in fewer homeless animals, greater pet retention, and happier families.

Business Philosophy:

Our most important resource is our people. From the Board of Directors, to the employees and volunteers, we all have a strong commitment to animal welfare. Each area of the organization is represented by years of service and expertise: Animal Control, Canine Training, Customer Service and Technology, Animal Veterinary Care, Volunteer Coordination, Humane Education, Community Outreach, Executive Management. This diverse group and their commitment to the industry and community make the organization flourish.

NBAS is also committed to collaboration and partnerships. Within the organization, communication among staff and between staff and Board members is essential to improve programs and introduce new ones. This is essential as the organization evolves to meet the ever-changing needs of the industry. We partner with other animal welfare organizations. We can facilitate what's best for the animals (one shelter might have adopters for a particular dog breed, when we do not; we might have fosters for animals with medical needs when another shelter may not). These established relationships allow us to expand our network in an efficient and effective way.

We also partner with these non-profits to provide extra services:

- Kids n K9s: Humane Education
- Sonoma CART: disaster preparedness
- SPARK: revenue generating services, ie: Thrift Store

Fees for Services Provided:

Current rate is \$375,000.00 per year or \$31,250.00 per month. Any fees associated with this proposal collected by North Bay Animal Services are 100% percent retained by North Bay Animal Services.

Terms Agreement:

The services of North Bay Animal Services are to commence on June 1st, 2022, or an agreed upon date and be in effect for 10 years at which time the Parties shall meet and confer to evaluate the terms of the Agreement in consideration of amending and/or extending the Agreement.



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Animal Control Services

Animal Control Hours & Services

North Bay Animal Services will operate the Clearlake Animal Shelter located at 6820 Old Highway 53 Clearlake CA. The following services are available.

Phone Services: 9 a.m. to 6 p.m. 7 Days a week, excluding city recognized holidays:
Shelter Hours: 1pm to 5 pm. 5 Days a week, excluding city recognized holidays:
Shelter Days: Tuesday – Saturday excluding city recognized holidays:

Note: Services are based on available space and appointments

- Acceptance of stray animals
- Assistance with sick or injured animals
- Assistance with dangerous animals
- Acceptance of owner surrenders for City of Clearlake residents
- Partner with local vet offices to provide veterinary services
- Dog licensing services when available from existing contract

Animal Control Number

Mark Scott - Animal Control Cell 707-364-9554
Main Shelter Number - 707-762-6227

After-Hours Emergency

For after-hours emergency calls related to sick, vicious or injured animals, please contact the Clearlake Police Department

Regular Animal Control Service Hours

The Animal Control Officer is on-duty 7 days a week, 9 a.m. to 6:00 p.m., excluding Federally recognized holidays. Animal-related complaints received by the city or the police department outside of regular animal control service hours are forwarded to animal control for follow-up. Hours are subject to change and may vary until fully staffed

Response Time During Regular Service Hours

Animal Control provides in-field response to animal medical emergencies and other emergencies involving danger to humans within 90 minutes during regular service hours. An Animal Control Officer will respond to non-emergency animal control issues within 24 hours of being notified during regular service hours.



Animal Control

We will respond to residents of Clearlake for pet-related issues like nuisance barking dogs, stray animals, and respond to animal-related issues in the community. This includes off-leash pets roaming the streets, community complaints about pets and community education. Our Animal Control Officers will resolve these issues in a timely fashion, delivering excellent customer service, always trying to keep the pet in the owner’s home. When necessary, animals will be housed at the shelter temporarily until the pet can be reunited with the owner.

Our officers are trained to investigate; to respond to animal bites; cruelty, abuse & neglect cases; and nuisance complaints. We utilize Pet Point software an animal management software package, which includes a field services module for recording and tracking appropriate details. A powerful reporting feature enables us to compile and report data to the Clearlake Police Department and the City of Clearlake in a timely manner.

When impounding an animal is necessary, we will provide care and treatment for that animal in the Animal Shelter until we can reunite the animal with its owner. We have quarantine facilities and protocols, and access to 24 hour veterinary care.

Our officer will maintain a routine patrol within City limits, helping residents with any pet related issue. This includes abandoned, lost and stray dogs, calls for help at the dog park, as well as assistance trapping domestic and relocating wild animals. We will also accept dead domestic or wild animals for disposal.

Our wildlife services include helping sick, injured, orphaned or deceased wildlife, and coordinating with the appropriate agency for housing and rehabilitation.



Shelter Services

NBAS currently operates the Petaluma Animal Shelter at 840 Hopper Street in Petaluma. We are open 9 a.m. to 6 p.m., 7 days a week. We house all of our animals at this facility from intake, through appropriate stray holds, providing necessary medical treatment, to final outcome (adoption, transfer or euthanasia).

We follow UC Davis Shelter Medicine care and cleaning protocols (See Appendix for more details) to ensure a healthy environment for the animals in our care. We have isolation space available for cats and dogs to prevent the spread of disease.

The Petaluma Animal Shelter serves as a community resource, not only for adoptable animals, but also for licensing services, educational materials, and events. Clearlake residents would also have access to these services at this location.

We anticipate holding periodic adoptions events to engage the community, disseminate information and find homes for pets.

We would also like to propose installing a drop box for residents to pay dog licensing fees (conveniently located at Clearlake’s city hall), distribute license applications, educational cards (i.e. prevent dogs in hot cars, window clings for emergencies) and animal control forms.

A No Kill Community

NBAS operates under the No Kill philosophy. We give every animal the best chance at a live release. However, we recognize that some animals in our care will be humanely euthanized. Public safety and animal health issues are the only reasons we euthanize an animal. No Kill is the industry standard in animal sheltering today. For NBAS, the shift is really about responsibility and accountability. By implementing the No Kill programs, we have maintained a 97% live release rate for our shelter.

NBAS will provide the culture and standard by which staff and community members work collaboratively to develop and maintain an above 90% live release rate. Through partnerships with the community and collaboration with like-minded organizations throughout the county, we can make this happen.

Key Programs

The norm in animal sheltering today is community driven animal care. When a community embraces the No Kill Equation, lives are saved and the quality of life for animals in care improves. Achieving No Kill requires hard work by the community, progressive leadership from the animal care provider and the implementation of specific programs, including:

- High volume, low-cost sterilization for cats and dogs that reduces the number of animals entering the system,
- A foster care network that provides a low-cost way to increase the shelter’s capacity and care for special-needs animals,
- Comprehensive pet adoption services that promote animals and provide convenient public access hours,



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- Pet retention services that reduce the surrender of animals to the shelter,
- Medical and behavioral programs that provide for the health and rehabilitation of sick or traumatized animals,
- Public relations efforts that increase community involvement and the shelter’s public exposure
- Volunteer recruitment and training to expand the human resources available to build a successful No Kill community.

Spay/Neuter

We offer low-cost Spay and Neuter residents qualify by the honor system. Included with the surgery are vaccines and a microchip.

Foster Program

We often take in special needs pets. As nice as the shelter is, it’s no place for underage puppies and kittens, or animals undergoing specialized medical treatment. With 40 foster homes, we can provide the one-on-one attention that these pets need in order to attain adoptable status. We would develop this program in Clearlake, engaging the community to help in this work.

Adoption Services

The Petaluma Animal Shelter includes 31 indoor dog runs, 3 community cat rooms, and enough flexible housing for over 36 cat condos. This shelter has a very high return to owner rate and adoption rate. To that end, we find ourselves transferring animals from other shelters so that we can keep our building full of pets. Accommodating Clearlake pets would reduce the number of animals we transfer from other shelters.

Before adoption, our pets are microchipped, spayed or neutered and given age-appropriate vaccinations.

We employ Best Practices (UC Davis) cleaning protocols and maintain isolation areas for both cats and dogs to ensure that communicable diseases like parvo, ringworm, URI do not travel to the other parts of the population.

Every area of our shelter is open for inspection at any time.

Pet Retention

The best place for a pet is in their home. We work with our residents to help keep pets with their owners. Sometimes this means helping them with food, or vaccines. Because of our generous donors, we are able to help in this way. We also provide advice services to help with any behavioral issues a pet may be having. We see surrendering a pet as a last resort.



Medical and Behavioral Program

We contract with local veterinarians who provide services 6 days per week. We have relationships with 3 emergency vets to fill in on Sundays. This model is more cost effective and provides more consistent care for the animals, than hiring a vet one day per week to provide services at the shelter. Every day the animals are transported to the vet for their health checks, rabies vaccines, and any needed surgeries. This model also allows animals to be seen quickly, thereby getting them into the adoption program sooner and off to their forever homes.

The current behavior research shows that behavior testing in a shelter environment is not predictive of future pet behavior. However, we need some way to first decide if an animal is suitable for adoption, then to design a program to help an adopter manage any behavior issues. To that end, we evaluate the pet based on the animal history provided by the previous owner (if it exists), observable instances of unpredictable aggression while in our care, and a modified SAFER test (industry standard).

There are cases that will result in euthanasia. Our vet administers a humane euthanasia following industry standards. We are committed to maintaining a high standard of public safety.

All of our pets are vaccinated against rabies, prior to adoption, if they are over 4 months old. We are also able to remind pet owners to keep current on their rabies vaccinations through our licensing program.

Public Relations

An animal shelter is a community resource. By engaging with community residents, everyone benefits. While our officers are patrolling to help anyone in need, they are also building connections to the community. As we learn more about the City of Clearlake, we will proactively participate in events to increase that engagement.

Volunteers

We have a small staff, but make up for it with over 60 active volunteers. They help us walk dogs, clean cat condos, cuddle pets, put on events, fundraise, and so much more. We couldn't do it without them!



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Administrative Services

Fee Schedule

Fees are set by the City of Clearlake City Council
We have provided a Fee Schedule in our proposal we would prefer to adopt the schedule provided

Business Services

NBAS answers business related questions by phone from 9 am - 6 pm, 7 days a week. We are open for adoptions, license renewals, & payments from 1-6, Tuesday through Friday and noon – 6 on Saturdays.

Our officer’s respond to calls throughout the day, ACO’s may invite a resident to the shelter to document a case file or process redemptions during business hours.

We use an automated animal management software system to prepare dog license renewals. Currently, we process those monthly to include 1st, 2nd and 3rd notices.

Customer Service/Complaints/Staff Training

Every member of our staff keeps the animals’ best interest at the forefront while delivering excellent customer service to the public. We maintain this attitude through a collaborative communication style, continued training and education and by recruiting the best in this field.

NBAS management will ensure that the staff maintains continued trainings (for example: CPR, sexual harassment prevention, animal care, etc). NBAS staff will also comply with officer continued training (PC 832) to stay current on weapons safety and industry standards of excellence.

Performance Metrics

We maintain a survey opportunity on our website. These surveys are reviewed by management and are used to coach staff toward continual improvement.

We follow public records request protocol to respond to the request within 24 hours, then if the issue requires more time for research, to update the requestor every 7 days.



Regulation

Enforcement: The enforcement requirements specified in the proposal are consistent with our current protocols with the City of Petaluma and Petaluma Police Department.

Licenses & Fees for Dogs: We use an automated animal management system that includes a module for processing licenses. We currently send 3 notices, charge a late fee with notice 2 and notice 3 and issue a citation if notice 3 is not answered. The system is cloud-based and secure to maintain these records.

NBAS will retain all fees for service, including licensing fees.

Personnel, Supplies and Equipment

NBAS is ready to provide necessary personnel, supplies, medications, vehicles, fuel and equipment to carry out the animal services required by the City of Clearlake.

Statistical and Narrative Information

Our animal management software can accommodate the reporting needs required. Community comments submitted via email can be tracked, however social media comments made by Clearlake residents would be difficult to isolate.

Marketing Plan

We use social media (Facebook and Instagram) and Nextdoor to proactively return animals to their owners. We post about lost animals and research found animal posts, trying to reunite these pets.

Website Capabilities:

- Newsletters
- Photos posted of Clearlake strays
- Dog license processing
- Event announcements

Customers

Animal Control will serve all citizens of the City of Clearlake - pet owners as well as those affected by pets. Our facility in Petaluma and the shelter located in Clearlake is available to house pets, redeem, adopt, and license pets.

Program Management

In addition to the programs previously mentioned, we offer:

- Classroom education
- Donor cultivation & retention
- Grant procurement

These programs supplement our services as needs arise and resources



Operational Plan

Animal Control Officers will be stationed at the Clearlake Animal Shelter. During business hours the On Duty Officer will report to the City of Clearlake for Calls for Service. Officers will rotate for after-hours coverage.

- Patrol
- Dog licensing
- Educating the public on the Clearlake Municipal Code
- Cases, complaints and follow-up

The NBAS staff at the Petaluma Animal Shelter and Clearlake Shelter will support the Clearlake Police Department with Phone calls, dog licenses, consult on animal-related issues or provide assistance to the public.

Legal Environment

Business license

IRS 501(c)3 designation and registration with the California Attorney General

Business and property insurance

Personnel

Executive Director

Animal Control Officer

Dog and Cat Care Coordinators

Customer Service Representatives

Animal Care Technicians



Management and Organization

Personnel

Mark Scott, Executive Director

Mark will oversee the daily operations. He will have direct responsibility for Animal Control functions/schedule, facilities, vehicles, adoption events, budget, finance, tax reporting, computer hardware, phones, donations, town liaison.

Mark joined Petaluma Animal Services Foundation in 2012 and quickly rose through the ranks to Senior Animal Control Officer and then to Operations Supervisor. Mark successfully staffed and maintained the Petaluma Animal Shelter and was then tasked with devising a plan to operate the Shelter Medical Department under a new proposed budget. He accomplished this by creating a relationship with a local vet while playing a pivotal role in contract negotiations. This new contract allowed animals to receive vet care five days per week, including an exam, spay or neuter, and a rabies shot. This arrangement saved animals from needless waiting and suffering.

Mark has built a solid animal control department that services the needs of the City of Petaluma, and he was also instrumental in creating a flexible animal control division for other city agencies. The Cities of Calistoga, Healdsburg and Cloverdale, along with Petaluma were all covered by Mark. In addition, Mark has a long record of successfully dealing with hostile situations and finding solutions that ensure the safety of his fellow team members, animals and the public. He has worked extensively with partner organizations, including Wine Country Animal Lovers, the Rohnert Park Animal Shelter and the Sonoma County Animal Shelter.

During the Tubbs Fire, the Kincade Fire, Sonoma County Animal Services recruited Mark to assist with search and rescue efforts. He has also successfully set up and run disaster relief efforts, coordinating the distribution of needed supplies and working closely with the Red Cross through a mobile animal shelter. Mark specializes in applying his expertise, job knowledge, and situational awareness to create a best possible outcome.

Mark is a member of the National Animal Care & Control Association. In 2018, he was presented with Petaluma’s Service Person of the Year Award by the Argus-Courier and Chamber of Commerce.



Gina Orseth, Senior Animal Control Officer

Gina will respond to animal incidents, provide dog licensing services, and provide social media material. She has been an officer in Petaluma for the last year. She excels at interacting with the public and diffusing tense situations. Before joining the team in Petaluma, Gina worked dispatch for San Francisco Animal Care and Control.

Kathy Sousa, Cat Care Coordinator

Kathy grew up in San Anselmo. At age 18, she started as a “kennelman” at Marin Humane Society, where she worked for the next 25 years. Most of those years were spent in the spay/neuter clinic as a vet assistant, helping to perform thousands of low-cost surgeries every year. In 2001, Kathy began working at the Petaluma Animal Shelter, soon becoming the resident cat whisperer. She loves the challenge of rectifying problems between pets and their owners and coming up with creative solutions. Kathy currently has seven cats, five of which are special needs, and one big couch potato dog.

Bella O’Toole, Dog Care Coordinator

Bella is originally from Maine but has lived in Sonoma County for the past 4 years. She graduated from Bergin University of Canine Studies with a Bachelor’s in Cynology and has worked for Big Dog Rescue in Penngrove. About NBAS, Bella says, “I love the people here! We’re like one big family who help each other out and always have each other’s backs. I also love how well the animals are taken care of. We all try our hardest to make them comfortable and happy.” Waiting for Bella when she gets home are 4-year old black Lab, Oakes, and 6-month old pittie mix, Apple.

Maria Mendiola, Customer Service Rep

Keri Harmon, Customer Services Rep

Addie Schroth, Customer Services Rep

Dena Maninger, Animal Care Technician

Jackie Pyzer, Animal Care Technician

Helen Coleman, Animal Care Technician

Alyssa Terry, Animal Care Technician

Jori Donahoo, Animal Control Officer

Skyler Tornay, Animal Control Officer



Breanna Porter, Animal Care Technician

Breanna is a Petaluma native. Her strong love for animals brought her to NBAS as a volunteer, so she was already familiar with the ropes when she was hired. She is detail oriented and has great time management and organizational skills, both on the job and at home, where she has two dogs, two cats, two parrot cichlids, and five hens! Outside of work, Bre enjoys horseback riding.

Russ Marshall, Animal Control Officer

Myranda grew up in Oxnard and Camarillo, CA, and came to NBAS through roundabout circumstances. She says, “When we moved to Petaluma, NBAS helped us out with our cat when he became ill during our move. My son and I started walking dogs to give back and say thank you, but it turned into becoming our little happy place during rough days. When I heard an animal control position would be opening up, I knew I had to apply as I would be able to continue my career in law enforcement and become part of a great team that cares and gives back to the community.” Myranda has a Grey Point Siamese cat at home and hopes to add a dog to their family soon.



Professional and Advisory Support

Robbi Lakos, Board President

Robbi has lived in Petaluma for 17 years with her husband Greg and 4 cats. Robbi started out volunteering at the shelter in 2015 with the cats, and shortly thereafter, she took home her first foster kitten. She has been hooked ever since! Robbi continues to volunteer at the shelter most evenings and fosters both healthy and sick cats, ranging from bottle babies to senior cats who need extra attention. Robbi and Greg have fallen in love with fostering so much that they have converted their spare bedroom into a foster room. She also volunteers at Petco adoption days and other special events. During those events, Robbi enjoys educating others about the shelter and assisting with adoptions.

Brenda Marshall, Board Secretary

Brenda has worked as an independent court reporter for the past 32 years, while also serving as a volunteer animal advocate. Specifically, Brenda volunteered every month at the Petco spay/neuter clinics for 6 years. She began doing cat/kitten foster care in 1993 for the Rohnert Park Animal Shelter and has done foster care for the Petaluma Animal Shelter since 1995. Brenda has taken in pregnant moms, bottle babies, kittens and cats of all ages, as well as geriatric cats with days, weeks or months to live. She is experienced with giving fluids and medications for all kinds of issues and illnesses.

Mimi Reid, Board Member

Mimi’s work with animals began in 2008, when her family became puppy raisers for Guide Dogs for the Blind. Through this program, Mimi learned how fulfilling the human/ canine relationship can be, and she then began volunteering at the Petaluma Animal Shelter, where she walked and trained dogs several times a week. She supports the mission of NBAS with her graphic design, photography and dog walking skills.

Sue Davy, Communications Coordinator

Sue discovered animal welfare 10 years ago through fostering animals for Petaluma Animal Shelter, where she managed the process to move shelter operations from City-run to non-profit in 2012. Her love for software and desire to have a greater impact took her to a job with the largest animal management software company in the industry. Sue has successfully managed projects and led groups to meet goals that were thought to be unattainable. Her calm leadership inspires confidence and teamwork, and she is a mentor to staff at all levels, leading through example.

Advisory Board

- Sheri Cardo – Public Relations/Political Advisory
- Shirley Zindler – Animal Control



Insurance Agent

Leslie Dodds, Insurance Broker
McDonald-Leavitt Insurance Agency
2800 Cleveland Ave. #D
Santa Rosa, CA 95403
707.284.5912 phone

Bank

Summit State Bank
100 Petaluma Blvd S.
Petaluma, Ca 94952
707-283-1120

Staffing

- 4 – Full Time Employees – Shelter Staff
- 1 – Full Time Employee - Admin
- 2 – Animal Control Officers

Equipment

- 2 – Animal Control Trucks
- 1 – Shelter Equipment
- 1 – Animal Control truck – Donated to NBAS

Facility

City of Clearlake - Animal Shelter
6820 Old Highway 53
Clearlake, CA 95422

Facility / Maintenance / Repairs

Minor Repairs: North Bay Animal Services will be responsible for minor repairs of the vehicles and or the facility. This cost will be included in the contract and paid by NBAS.

Major Repairs: The City of Clearlake is responsible for major repairs. Major repairs are defined as repairs costing over \$1000.00 dollars and will need approval before work is started.

Vehicle Replacement

The current list of vehicles will be included in the contract and available for use. After 5 years the current vehicles replacement will be at the expense of North Bay Animal Services. The current list will be then donated to NBAS.



Budget Summary

BUDGET SUMMARY REPORT	Totals	Monthly Average
Monthly Budget Summary		
Income Breakdown:		
Animal License	\$0.00	\$0.00
Human Services - Adoptions Fees	\$15,000.00	\$1,250.00
Service Fees	\$34,000.00	\$2,833.33
City Contract	\$375,000.00	\$31,250.00
Donations/Events	\$30,000.00	\$2,500.00
Other		
Expense Breakdown:		
Salaries / Employee Benefits	\$290,000.00	\$24,166.67
Employer Payroll Tax	\$24,000.00	\$2,000.00
Worker's Compensation	\$10,000.00	\$833.33
Human Resource Consultant	\$0.00	\$0.00
Fundraising/Printing/Promotion Costs	\$3,000.00	\$250.00
Insurance	\$15,000.00	\$1,250.00
Utilities	\$36,000.00	\$3,000.00
Telephone / Internet / Cell	\$2,000.00	\$166.67
Vehicle Repairs and License Tags	\$0.00	\$0.00
Vehicle Fuel Costs	\$10,000.00	\$0.00
Postage	\$1,000.00	\$833.33
Facility Repairs/Misc/Equipment	\$0.00	\$83.33
Accounting Fees	\$3,000.00	\$250.00
Rent - Lease Option	\$1.00	\$0.08
Vet Medical Services	\$48,000.00	\$4,000.00
Expendables (dog/cat food, litter, office supplies)	\$500.00	\$41.67
Clinic and Program Expenses	\$0.00	\$0.00
Balance Sheet Summary	Total Actuals	Monthly Actuals
Income	\$444,000.00	\$37,883.33
Expenses	\$442,501.00	\$36,875.08
Budget Difference	\$11,499.00	\$958.25



Animal Control Officer Training Requirements

PC 832 Arrest Certification (40-Hours)

This course fulfills the requirements of Section 832 of the Penal Code as mandated by the California Commission on Peace Officer Standards and Training (POST).

Topics Include:

- Leadership
- Professionalism & Ethics
- Criminal Justice System
- Policing in the Community
- Introduction to Criminal
- Law Laws of Arrest
- Search and Seizure
- Presentation of Evidence
- Investigative Report Writing
- Use of Force*
- Preliminary Investigation
- Arrest Methods/Defensive Tactics
- Crimes Against the Justice System
- Cultural Diversity/Discrimination

Animal Control Officers that successfully pass the PC 832 Course then receive 12 weeks of on-the-job training at NBAS.

PC 832 Firearms Certification, (24-Hours) 450 Rounds

This course fulfills the requirements of Section 832 of the Penal Code as mandated by the California Commission on Peace Officer Standards and Training (POST) for agencies authorizing the use of firearms.

Firearm Topics Include:

- Care and maintenance
- Function
- Safety
- Shooting positions
- Fundamentals

An accuracy test is required for successful course completion.

A criminal history check is required by state law (13511.5 PC) for non-law enforcement agency personnel. Information provided upon class reservation.



Social Media / Community Outreach

Facebook:

https://www.facebook.com/North-Bay-Animal-Services-787377341453224/?epa=SEARCH_BOX

Instagram:

<https://www.instagram.com/northbayanimalservices/>

Twitter:

<https://twitter.com/NorthBayAnimals>

TikTok:

https://www.tiktok.com/@northbayanimalservices?language=en&sec_uid=MS4wLjABAAA_Awgf0nmdDloSTB-jMJ4AkQr7sE6E_F_evxHpwNDimTQ5m3BwyYo1V6DMD8t0M4C6&u_code=d9hli1h5hm6kbi&utm_campaign=client_share&app=musically&utm_medium=ios&tt_from=messenger&utm_source=messenger&source=h5_m



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Community Outreach



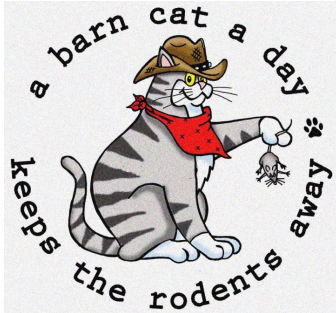
Welcome to our Saturday Senior Social! Are you a senior? Or just love dogs? Come on down. Every Saturday, noon-3pm, come hang out with our awesome, sweet dogs. Know a senior who loves dogs, but perhaps can no longer care for one? Bring them over, we got cuddling happening. It's a wind-win; our dogs love it too!



We are very excited to offer Kids-n-K9's; this is a fun, very interactive, classroom presentation where kids learn how to stay safe around dogs. Developed and taught by Leslie Zoromski, learning these skills is so important for everyone, but especially our kids. This program is offered at no charge. A 2020 Family Choice Award Winner!
<https://northbayanimalservices.org/humane-education-2-0/>



Welcome to Thrifty Paws! The most amazing thrift store you'll find! And what makes it even better? All proceeds go to our shelter, to support our animals. And this is a perfect example of community; the items for sale in our thrift store are donated by our community, so this is truly a win-win-win. Make sure to check it out! 1110 Industrial Ave, Petaluma. Opening Saturday March 7th!



Have property? A vineyard, maybe? You know what you need? A barn cat! Or two! These are cats who don't fit into our traditional adoption program; not people social, they fit just fine in your barn. And they provide organic rodent control; in return, you feed them every day and look after them. They come spayed or neutered, vaccinated, microchipped, and ear tipped for identification. You are literally saving a life, too; like TNR, working cat programs are an important part of humane sheltering. There is no charge for our barn cats.



We offer TNR services for our community cats; have a feral cat in your neighborhood? We encourage our community to help us humanely manage our community cats; we provide spay or neuter, FVRCP and rabies vaccines, microchips, and ear tip for identification, then release the cat back to its known environment. This is a big component of modern sheltering, and saves the lives of countless cats.



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The Stripecy Fund was developed to help low income cat owners with medical costs; often even just a little intervention can keep a pet in their home. Senior cat owners on fixed incomes, families who need a helping hand during hard times, we want to keep your kitties in your homes. Funded by donations. <https://northbayanimalservices.org/stripecy-fund/>



We offer low cost spay and neuter services to our community; patients are also vaccinated if needed, and microchipped. We believe this is a very important part of humane services. <https://northbayanimalservices.org/spay-and-neuter-clinics/>



Misha Dante was created to provide financial assistance to families who need help providing their dogs' veterinary care; we want to keep these dogs in their homes with their families where they belong. Fixed income? Suffering a financial hardship? Misha Dante is there to support you. <https://northbayanimalservices.org/misha-dante-fund/>



Have kids? Kids who love cats? Kids who love cats have a birthday coming up? We've got a great idea- how about having your kids party in our cat café? We'll help you set up, provide chairs and tables, and of course, cats! Kids love it! It's super fun. What kid wouldn't want to party in a cat café? Ask us about it



Emergency boarding can be arranged when life throws you a curve. Maybe you're recovering from an accident. Have to leave suddenly for a few days for family emergency. Need a place for your pup or cat and no other alternative? Call us. We could help! It's all about community, and keeping families together.



Animal rescue- our officers are amazing in so many ways; animal rescue is just one. Whether it's a cat who's been stuck in a drain for 6 days, a skunk who fell in a swimming pool, a dog who's leg became trapped in a gap in a cement pad and needed extrication, or a hawk caught in a wire fence, we're there to help you. 24-7.



Barking Complaint Summary

- Animal Nuisance Complaint
- 1st Complaint
 - Officer shall investigate
 - Verbal Warning / inform of Municipal Code
 - Confirm Dog License
 - Confirm Rabies
- 2nd Complaint
 - Officer shall give written warning
 - Correction Notice issued
- 3rd Complaint
 - issue an Abatement Order
 - Issue a Citation for Violation of Abatement Order if Violation still exist

Sample Law Below

9.08.180 Dog barking and other animal noise.

A. No person shall keep or permit to remain in any premises within the city any animal which continuously and incessantly produces noise at any time during the day or night to the disturbance of any other person.

B. "Continuous and incessant noise" means producing noise for an aggregate period of ten minutes or more duration during any one-hour period which disturbs the peace of another person, including barking, howling, crying, baying, squealing or making any other noise; provided, that at the time of the complaint, no person or persons were trespassing or threatening to trespass upon the private property of the owner or person in custody or control of the animal, or the animal was not being teased or provoked in any manner.

C. An animal control officer shall investigate any reported incident regarding continuous and incessant animal noise.

1. During that investigation, the animal control officer shall compose a report to be permanently retained pursuant to adopted procedures. The report shall be signed under penalty of perjury by the animal control officer.

2. The animal control officer shall append to the report the statements of witnesses, victims and the animal owner. These statements shall also be signed under penalty of perjury.



3. The animal control officer shall require witnesses, victims and the animal owner(s) to maintain a bark/noise log. The bark/noise log shall list times and durations of barking/noise and shall be signed under penalty of perjury.

D. A rebuttable presumption that an animal has continuously and incessantly produced noise constituting a public nuisance shall be deemed to exist when either of the following occurs:

1. At least two individuals, from separate residences, sign a declaration under penalty of perjury witnessing to facts indicating a violation of this section; or
2. Any law enforcement officer or animal control officer personally witnesses a violation of this section.

E. Such noise constitutes a public nuisance and each day that the animal is suffered or permitted to continue the aforescribed noise constitutes a separate offense. (Ord. 2349 NCS §1 (part), 2009; Ord. 2185 NCS §2 (part), 2004.)

9.32.050 Administrative enforcement of violations.

A. *Notice of Violation and Abatement Order.* Except as otherwise provided in this title, whenever an animal control officer has reasonable cause to believe a violation of this title has occurred, the animal control officer may issue the responsible party a notice of violation ("NOV") and abatement order. Such NOV and abatement order shall be served on the owner and/or possessor in the manner described in subsection (B) of this section. The animal control officer shall include the following information in the NOV and abatement order:

1. The date and location of the violation, including the address or other description of the location where the violation occurred or is occurring and a brief description of the conditions observed that constitute a violation;
2. The name(s) of the owner and/or possessor, if known;
3. The code section(s) being violated and a description of the section(s);
4. Actions required to correct, abate or mitigate the nuisance condition or code violation, and the time within which the violation must be abated;
5. An order prohibiting the continuation or repeated occurrence of a nuisance condition or violation of this code described in the NOV and abatement order;



6. A statement that the person upon whom the NOV and abatement order is served may appeal the determination that there is/are violation(s) as alleged, that the person who was served with the NOV is the owner and/or possessor of the animal(s), or that the amount of any administrative fine imposed is warranted. The NOV will instruct the person being served as to the proper procedure and time frame for submitting an appeal;

7. Notice that if the owner and/or possessor fails to comply with the order or file a timely appeal, the animal will be subject to impoundment in accordance with Chapter [9.28](#);

8. The signature of the citing animal control officer and city contact information (address, telephone number) for additional information.

B. The NOV and abatement order shall be served upon the owner and/or possessor personally or by United States mail, first-class postage prepaid, and if by such mail, it shall be sent to the animal owner at his/her last known mailing address. In the event that the last known address of the animal owner and/or possessor cannot be ascertained, the hearing officer or animal control officer shall sign a declaration under penalty of perjury that best efforts were made to provide notice or service to the animal owner and/or possessor. In the case of personal service, service shall be deemed complete at the time of such delivery. In the case of service by first-class mail, service shall be deemed complete at the time of deposit into the United States mail. The failure to receive an NOV and abatement order sent via first-class mail shall not affect the validity of any enforcement proceedings under this title.

C. Proof of service shall be certified by a written declaration under penalty of perjury executed by the person effecting service, declaring the date, time, and manner of service, and the date and place of posting, if applicable. The declaration shall be affixed to a copy of the NOV and abatement order and retained by the animal control officer.

D. The failure of an NOV to satisfy all of the requirements of this provision shall not affect the validity of any other enforcement proceedings under this title.

E. The owner and/or possessor of the animal may request a hearing before the animal hearing officer to appeal the abatement order within ten days of the date of service of the order pursuant to this section. A timely appeal shall stay the abatement order until the animal hearing officer rules whether to sustain, modify or overrule the order.

F. It is unlawful for the owner and/or possessor of an animal to fail to comply with the abatement order unless a timely appeal is filed and pending in accordance with this section.

G. If after investigation, the owner and/or possessor of the animal cannot be ascertained and located and the animal control officer reasonably believes that the animal committing the public nuisance has been left outdoors without proper supervision for twenty-four or more hours, the animal control officer may



impound the animal if continuation of the nuisance poses an immediate threat to the health and safety of the animal or the public safety. Impoundment shall be in accordance with the procedures for immediate impoundment specified in Section [9.28.070](#).

H. *Appeal.*

1. *Notice.* The hearing officer shall notify the owner and/or possessor of the animal that a hearing will be held, at which time the animal control officer and the animal owner and/or possessor may present evidence as to whether the abatement order shall be sustained, modified, or overruled. The notice of the appeal hearing shall be sent pursuant to subsection (B) of this section. The hearing shall be held promptly within no less than ten days and no more than thirty days after service of the notice on the owner of the animal.
2. *Conduct of Hearing.* The hearing officer shall conduct the hearing in an informal manner and shall afford the owner and/or possessor of the animal an opportunity to present evidence as to why the order should be modified or overruled. The formal rules of evidence shall not apply; however, whenever possible, any complaint received from a member of the public which serves as the evidentiary basis for the animal control officer to find probable cause shall be sworn to and verified by the complainant and attached to the petition filed by the animal control officer. The hearing officer may admit into evidence all relevant evidence, including incident reports and the affidavits or declarations of witnesses; limit the scope of discovery; shorten the time to produce records or witnesses; exclude witnesses from the hearing when not testifying; exclude disorderly or disruptive persons from the hearing; and make other orders necessary to ensure the fair and orderly conduct of the hearing. The hearing shall be open to the public.
3. *Recording.* The proceedings at the hearing may be tape recorded if ordered by the hearing officer or requested by the owner and/or possessor of the animal. A stenographic reporter shall also record the proceedings if ordered by the hearing officer or requested by the owner and/or possessor, with the costs thereof to be borne by the requestor. A copy of the tape recording or transcript of the proceedings shall be made available to any person upon request and upon payment of the cost of preparation thereof.
4. *Failure to Appear.* The hearing officer may decide all issues for or against the owner and/or possessor of the animal even if the owner and/or possessor fails to appear at the hearing.
5. *Determination.* After the hearing, the hearing officer may find, upon a preponderance of the evidence, that a public nuisance under this section exists. The hearing officer may order the abatement of the nuisance by upholding or modifying the abatement order. The abatement order shall supersede any previous abatement order issued by an animal control officer. Within ten days of the hearing, the determination and abatement order shall be served upon the owner by prepaid first-class



mail, return receipt requested. The determination and abatement order of the hearing officer shall be final and conclusive.

I. If the owner and/or possessor of the animal fails to file a timely appeal or abate the public nuisance within ten days of the date of service of the NOV and abatement order or decision by the hearing officer regarding an appeal, the animal control officer may:

1. Cite the owner and/or possessor of the animal for a violation of this title. Each day that a violation occurs is a separate offense.
2. Refer the violation to the city attorney or district attorney for criminal or civil prosecution of a violation and/or abatement of the public nuisance.
3. Impound the animal. The owner and/or possessor may redeem an impounded animal as specified in Chapter [9.28](#); provided, that the owner and/or possessor agrees to comply and is able to comply with the abatement order, and has paid all impound fees or charges.

J. *Exceptions.* Nothing in this section shall be construed to apply to noise levels emanating from a legally operated veterinary hospital, humane society or animal control shelter or farm.

K. The remedies of this section shall not limit the city nor any person from seeking any other legal remedy available by law, including but not limited to an action for private or public nuisance. (Ord. 2349 NCS §1 (part), 2009.)



Scope of Services

- A. Animal Control Services: NBAS proposes to provide in-field animal control services within the City boundaries of Clearlake, Ca.
- B. Field services are limited to: response to requests for emergency call out service from the Clearlake Police Department, license compliance, and response to animal control calls. More specifically, the contractor's duties will include, but are not limited to the following:

Impoundment: Impound all Animals as directed when dispatched by the Clearlake Police Department.

Proper Care and Treatment: The best possible care and treatment is given to all animals held in possession of NBAS. Adequate food shall be provided and the shelter shall not be overpopulated. The NBAS will provide means for isolation, not permitting the public to have access or visits, of animals with Police holds, quarantines, or pets held in protective custody that will not expose other sheltered animals to risk. NBAS will have an adequate number of dog kennels and cat cages. NBAS will maintain a clean and sanitary shelter following the UC Davis guidelines for standards of care.

Animal Bites: Animal bite investigations and abatement orders will be handled by our Animal Control Officers.

Nuisance Animal Complaints: Noise Nuisance Complaint investigations and abatement orders will be handled by North Bay Animal Services.

Licenses for Dogs: NBAS will provide full dog-licensing services, including license enforcement activity. Including Online Licensing. NBAS will charge fees and costs, remit monies and maintain records with regards to animals received by it under the terms of the Agreement and consistent with the provisions of the Clearlake Municipal Code. Such fees and charges will be retained by NBAS.

Complaints: NBAS will work with City of Clearlake to jointly designate a primary and alternate contact person for the purpose of addressing complaints. All complaints received by the City that require a response from NBAS will be made by telephone and/or electronic mail to the designated contact persons for the two Parties. An electronic mail response will be made by the NBAS within two (2) business days as to the resolution or ongoing response on the matter.

Response times – NBAS will provide “on call” emergency response, to any situation involving animal medical emergencies or danger to humans, upon being requested by the Clearlake Police Department, within (60) minutes, during any hours outside of regular animal control service hours. In the event an injured animal is taken to an emergency veterinary hospital for treatment, the cost of treatment will be the responsibility of North Bay Animal Services.



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B. Shelter Services: NBAS will provide shelter services to the City of Clearlake. These services will include, but are not limited to: sheltering abandoned, unwanted or stray animals; adoptions, pre-adoption spays and neuters, animal licensing, and euthanasia.

Shelter Business Hours: NBAS will maintain a shelter that is open to the public from 1:00 p.m. to 6:00 p.m. Tuesday through Saturday, excluding holidays. NBAS shall receive stray animals from residents of Clearlake. Services are based on available staff, space and appointments.

Housing of Animals: NBAS shall be solely responsible for the costs associated with the care and feeding of animals for any time periods beyond the minimum impoundment periods established in the California Food and Agriculture code.

C. Other Related Services:

Documenting of Case Files: NBAS will document all calls responded to and forward the documentation to the Clearlake Police Department upon request.

Personnel, Supplies and Equipment: NBAS at our expense shall provide all personnel, supplies, medications and pharmaceuticals and equipment necessary for the efficient and effective operation of Animal Field Services, including, but not limited to Animal Control Officers, clerical staff, vehicles, license tags and forms, citation forms, notices and all necessary envelopes and postage cost. Other services will also include.

Access to Software Data where Dog Licensing is stored

Access to Software Case Module (Dog Bite History)

Picking up deceased animals in roadway that impede traffic

Cats will be included in rehoming strays.

Adoption Events in Clearlake

Low Cost Spay and Neuter Clinics to be performed at our facility.

Online Dog Licensing

Cost of treatment for emergency animal vet visit will be the responsibility of NBAS

Dog Licensing and Shelter Fees

The NBAS proposes to take over the Dog licensing program in the City of Clearlake and retain all fees and or revenue collected in return for providing the services listed above. NBAS will also retain 100% of all revenue from Spay and Neuter Clinics, Adoption Events or General Donations made to NBAS.



Staffing

- 4 – Full Time Employees – Shelter Staff
- 1 – Full Time Employee - Admin
- 2 – Animal Control Officers

Equipment

- 2 – Animal Control Trucks
- 1 – Shelter Equipment
- 1 – Animal Control truck – Donated to NBAS

Facility

City of Clearlake - Animal Shelter
6820 Old Highway 53
Clearlake, CA 95422

Facility / Maintenance / Repairs

Minor Repairs: North Bay Animal Services will be responsible for minor repairs of the vehicles and or the facility. This cost will be included in the contract and paid by NBAS.

Major Repairs: The City of Clearlake is responsible for major repairs. Major repairs are defined as repairs costing over \$1000.00 dollars and will need approval before work is started.

Vehicle Replacement

The current list of vehicles will be included in the contract and available for use. After 5 years the current vehicles replacement will be at the expense of North Bay Animal Services. The current list will be then donated to NBAS.



Fees for Services Provided:

Current rate is \$375,000.00 per year or \$31,250.00 per month. Any fees associated with this proposal collected by North Bay Animal Services are 100% percent retained by North Bay Animal Services.

Terms Agreement:

The services of North Bay Animal Services are to commence on July 1st, 2022, or an agreed upon date and be in effect for 10 years at which time the Parties shall meet and confer to evaluate the terms of the Agreement in consideration of amending and/or extending the Agreement.



CITY OF CLEARLAKE

City Council



STAFF REPORT	
SUBJECT: Consideration of a Memorandum of Understanding between the City of Clearlake and the Clearlake Municipal Employees Association for the period July 1, 2022 to June 30, 2025	MEETING DATE:
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Municipal Employees Association (MEA) for the period of July 1, 2022 through June 30, 2025 and authorize the City Manager to sign.

BACKGROUND/DISCUSSION:

The City negotiation team has been meeting with the MEA towards drafting a new MOU. The current MOU expires June 30, 2022. This report summarizes the tentative agreement negotiated in good faith with MEA representatives in accordance with the Meyers-Milias-Brown Act regarding salaries, benefits and other terms and conditions of employment.

A summary of the tentative agreement is as follows:

- Term: A three-year agreement effective July 1, 2022 through June 30, 2025
- Wage Increase: A 4% base salary rate increase effective the first day of the pay period commencing on or after July 1st, 2022. A 3% base salary rate increase effective the first day of the pay period commencing on or after July 1st, 2023. A 3% base salary rate increase effective the first day of the pay period commencing on or after July 1st, 2024.
- Health In Lieu Payment: Current employees receiving the health in-lieu payment will continue to receive the payment for the duration of the agreement. All other employees effective July 1st will receive a \$200 stipend health in-lieu payment.
- Uniform pants voucher for maintenance workers in an amount not to exceed \$250 for five jean/work pants from a local vendor.
- Wellness stipend of \$200 per fiscal year, reimbursement for costs related to wellness and stress management.
- Clarifying language in several areas of the MOU, including standby assignments, grievance procedures, merit increases/status changes, compensation time cash out, and bilingual pay qualifications.

- An agreement to meet and confer during the term to discuss a review and possible reclassification of the maintenance worker classifications for market equity and recruitment/retention.

A redlined version of the MOU will be provided to the Council next week.

OPTIONS:

1. Move to approve the MEA MOU and authorize the City Manager to sign.
2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments: If approved, the FY 2022-23 Budget reflects the salary increases requested by the bargaining units.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Municipal Employees Association (MEA) for the period of July 1, 2022 through June 30, 2025 and authorize the City Manager to sign.

- Attachments:** 1) Redlined Memorandum of Understanding (to be inserted)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF CLEARLAKE
AND THE
CLEARLAKE MUNICIPAL EMPLOYEES ASSOCIATION**

July 1, 202~~4~~ through June 30, 202~~5~~

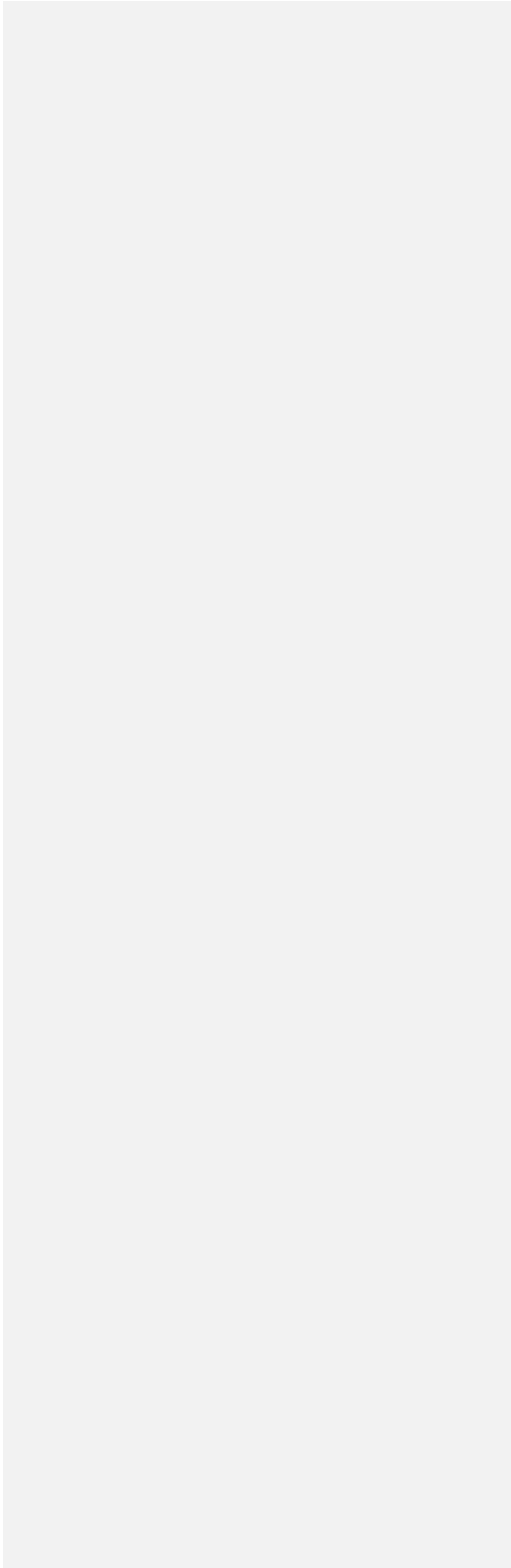


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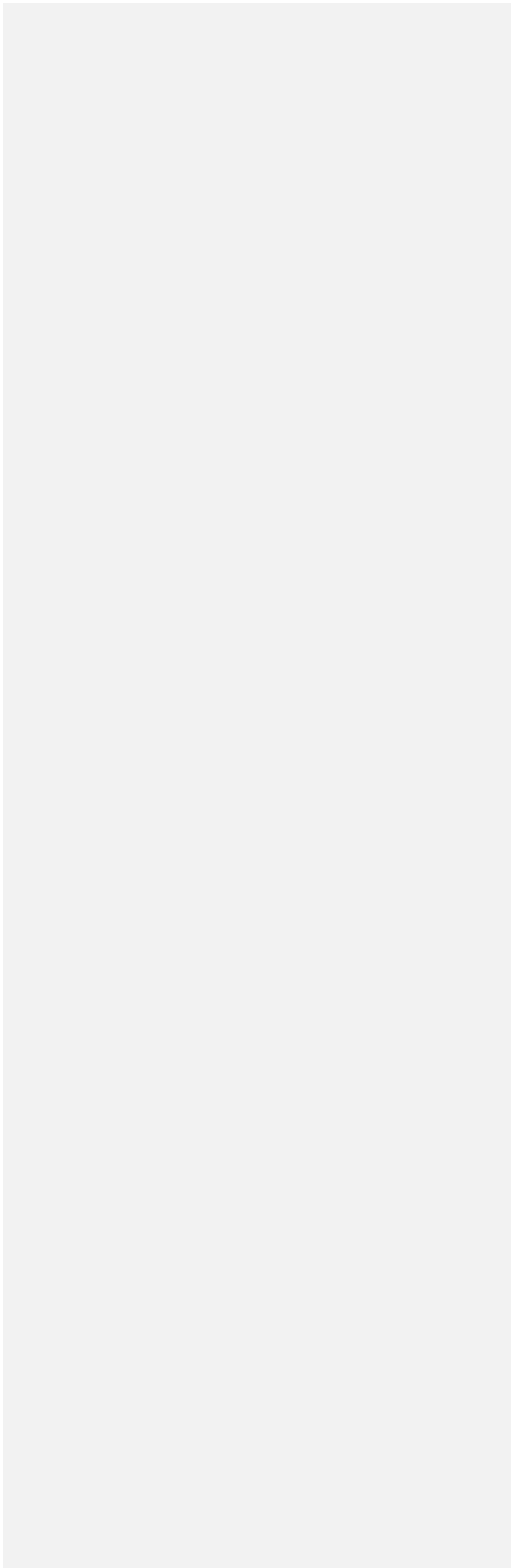
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ARTICLE I GENERAL PROVISIONS

Section 1.0 Preamble

This Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq., the City of Clearlake Personnel System (Ordinance No. 10), the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 83-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Municipal Employee Association affiliated with Operating Engineers Local No. 3 (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its provisions.

Section 2.0 Purpose

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the employees covered by the provisions of this Agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

Section 3.0 Recognition

The City acknowledges the Association as the Exclusively Recognized Employee Organization representing the permanent employees occupying job classification set forth in Exhibit A.

The Association acknowledges that job classification(s) designated confidential shall be restricted from participating in representation of the Association.

Section 4.0 Employee Rights and Responsibilities

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State and City rules and regulations. Association rights and responsibilities include:

- 4.1 The right to represent its members before the City Council with regard to wages, hours and working conditions.
- 4.2 The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- 4.3 The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- 4.4 The right of reasonable use of City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- 4.5 The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- 4.6 The right to maintain a bulletin board in an area readily accessible to Association members.
- 4.7 The right to have payroll deductions made for payment of Association dues, subject to written request of each individual Association member.
- 4.8 The right to recommend changes to the Personnel System and Personnel Rules and meet and confer on changes thereof.

Section 5.0 Management Rights and Responsibilities

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- 5.1 The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- 5.2 The right to set standards of service and levels of staffing for both routine services and emergency operations.
- 5.3 The right to determine the type and kind of goods and services to be made, purchased and contracted for.
- 5.4 The right to determine the methods of financing municipal services.

- 5.5 The right to administer the Personnel System in accordance with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.
- 5.6 The right to assign work and direct employees.
- 5.7 The right to establish and implement rules, regulations, policies and procedures related to efficiency, productivity, performance, personal appearance, codes of conduct and safety and to require compliance therewith.

ARTICLE II WAGES AND BENEFITS

Section 1.0 Prior Negotiations and Agreements

The Personnel System Rules and Regulations, as amended by Resolution No. 82-60 are hereby incorporated by reference.

Section 2.0 Retirement Plan and Contribution

- 2.1 “Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2%@55 retirement formula.
- 2.2 “Classic” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 7%.
- 2.3 “PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) non-sworn unit employees shall be provided the benefit of the Miscellaneous Members 2%@62 retirement formula.
- 2.4 “PEPRA” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 6.25%.

Section 3.0 Salary Adjustment and Longevity Pay

3.1.1 Effective July 1, 202~~4~~, all unit members will receive a four ~~three~~ percent (~~43~~%) cost of living adjustment (COLA) increase.

3.1.2 Effective July 1, 2023, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.

3.1.3 Effective July 1, 2024, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.

~~3.1.2 Effective July 1, 2021, all unit members will receive a one percent (1%) base salary adjustment, in lieu of adjustment to other compensation included herein.~~

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~~3.1.3 Effective July 1, 2021, all unit members will receive a one-time payment of \$2,000 to all active permanent employees in acknowledgement of their hard work and dedication to the City, effective the first full pay period after ratification of the agreement.~~

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3.2 City will provide a longevity payment to all unit employees based on the following schedule:

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%
11	7.0%
12	8.0%
13	9.0%
14	10.0%

3.3 Merit Increases:

All Merit Increases and Status Changes affecting employee pay shall be effective the first day of the pay period following the anniversary date or date of change of status.

3.4 Payment of Comp Time Upon Promotion and/or Change of Bargaining Unit

Employees who have accrued compensation time and who are promoted to a new bargaining unit shall receive a cash-out of all accrued compensation time prior to the effective date of the promotion/bargaining unit change. This amount would be paid in the next pay period following the promotion date.

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3.3 Working Group:

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~~City and the bargaining unit shall cooperate in the establishment and operation of a working group comprised of City representatives as well as one or more representatives from each City bargaining unit.~~

~~a) This working group will meet at least monthly, commencing upon an agreed upon date in the first week of September 2021 and continuing thereafter at least once per month.~~

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~~a) This working group will discuss and, if possible, agree upon a plan for the conversion of existing specialty pays to a sum to be applied to base pay for all classifications and ranks, or such~~

~~other concepts which may be identified by the working group and which if adopted would go to the objective of eliminating specialty pays and increasing the across the board base rate for City employees by the realignment of existing pay.~~

~~City and bargaining unit shall cooperate in the development of a total compensation survey focusing on hard to fill and other positions that may be considered out of market with total compensation. City and bargaining unit will cooperate in the development of the parameters of the compensation survey, with the survey being completed by the Administrative Services Department.~~

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City and bargaining unit agree to meet and confer during the term of this agreement to discuss a restructure of the maintenance worker classifications with the intent to improve market equity and recruitability for these classifications.

Section 4.0 State Disability Insurance

4.1 City agrees to pay 100% of employee contribution for State Disability Insurance.

Section 5.0 Deferred Compensation Plan

5.1 The City agrees to maintain the availability of a deferred compensation plan for voluntary employee participation and contribution.

Section 6.0 Health Care Benefits

6.1 The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical plan shall be offered by Operating Engineers Local No. 3 with individuals paying the associate membership fee.

The City shall pay eighty percent (80%) of the insurance premium cost and the employee shall pay the remaining twenty percent (20%) of the insurance premium cost.

6.2 Alternative Health Insurance Plan. The Parties agree to work mutually toward seeking health and benefit plans which are acceptable to both Parties.

If an alternative Health Insurance Plan is identified by either party during the term of this agreement, the City and Association agree to re-open negotiations for the sole purpose of re-negotiating the City and employee levels of contribution and implementation of the plan.

6.3 Waiver of Participation. ~~In addition to the provisions of this section, employees who elect to waive participation in the City's health insurance program or private health insurance plan, upon written request to waive said participation and proof of alternative health insurance coverage, shall receive from the City the equivalent of fifty percent (50%) of the City's contribution towards unit employee's health insurance~~

plan. Effective July 1, 2022, all new employees hired on or after this date who elect to waive participation in the City's health insurance plan due to participation in a spouse's insurance program or private health insurance program shall, upon written request to waive said participation and proof of alternative health insurance coverage, receive from the City a two hundred dollar (\$200) flat rate payment towards unit employee's health insurance plan, regardless of family size or alternate coverage cost. Current unit members waiving participation and receiving in-lieu pay shall continue to receive in-lieu pay for the duration of this agreement at the equivalent of 50% of the City's contribution towards employee's health care plan at the rate effective June 30, 2022.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Waiver of Participation in-lieu payments.

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- 6.4 The City shall provide a \$50,000 Life Insurance Policy for each employee, with the option for each unit employee to purchase additional voluntary life insurance benefits through the plan.
- 6.5 If the City is mandated to contribute toward employee's health insurance program by state or federal action, this section shall be considered invalid and subject to Section 1.0 in Article V (Severability).

Section 7.0 Non-Economic Negotiations

The Union or the City may reopen the contract each year in September for the purpose of bargaining up to one non-economic proposal each.

Section 8.0 Sick Leave

- 8.1 Sick Leave: Sick leave with pay may only be granted by the appointing authority for valid illness, injury, or scheduled appointment for medical or dental care unless otherwise provided by this Agreement. The department head may require evidence in the form of a physician's verification during the time for which sick leave was requested.
- 8.2 Sick Leave Accrual: Every full time regular employee and probationary employee shall earn sick leave at the rate of eight (8) hours per month, or major fraction thereof. Permanent part time employees shall earn sick leave at a ratio of their hours to full time position.
- 8.3 Temporary Disability-Integrated Pay: An employee who is entitled to temporary disability indemnity under State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated

vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary. When accumulated sick leave or vacation or both are exhausted, the employee is still entitled to receive disability indemnity.

- 8.4 **Illness While on Vacation:** An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:
 - a. Immediately upon return to duty, the employee submits to the appointing authority a written request for sick leave and a written statement is signed by the employee's physician stating the nature and dates of the illness.
 - b. The appointing authority recommends and the Personnel Officer approves such granting of such sick leave.
- 8.5 **Holidays While on Sick Leave:** Observed holidays during sick leave shall not be counted as sick leave, except for employees receiving holiday pay.
- 8.6 **Sick Leave for Care of Dependents:** A regular employee may use a maximum of forty-eight (48) hours of sick leave per year for the care of a spouse, child or parent. In recognition of unique and extended family relationships, an employee may request in writing, and the City Manager may approve at his sole discretion, use of sick leave for an exception not listed.
- 8.7 **Sick Leave Forfeited:** An employee leaving municipal service shall forfeit all sick leave benefits. Sick leave may be used only through the final day of actual work performed and not during a period of terminal employment.
- 8.8 **Medical/Dental Appointments:** Employees may utilize sick leave for medical or dental appointments.

Section 9.0 Sick Leave Incentive

- 9.1 A sick leave account shall be established for every employee at the commencement of employment. Effective January of each year, each regular unit employee shall receive incentive pay in the following manner:
 - a. The first sixty-four (64) hours of unused sick leave shall automatically be placed in the employee's sick leave account.
 - b. The remaining accrued and unused sick leave from the preceding calendar year shall be paid by January 15th of each year at the employee's regular base rate of pay.

- c. The employee shall have an option of converting a maximum of sixteen (16) hours of the unused balance to vacation leave or placing all unused sick leave into the employee's sick leave account

Section 10.0 Overtime/Compensatory Time

- 10.1 Overtime: Overtime is that time worked in excess of forty hours in one week as defined in Section 11.1. Overtime shall be calculated at one and one-half (1-1/2) times the employee's base rate of pay.
- 10.2 Compensatory Time in Lieu: Compensatory time may be accrued at the rate of one and one-half (1-1/2) times the number of overtime hours in lieu of overtime pay. A maximum of up to eighty (80) hours of compensatory time may be accumulated. Compensatory time off shall be at the employee's convenience, subject to the approval of the department head and/or the City Manager.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager, request pay-off of up to 80 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1st and no later than June 26th of each year. Approved pay off shall be issued no later than June 30th of each year.

- 10.3 Scheduled Overtime – Weekend Park Duty: A Public Works employee who has completed a continuous period of duty and who is assigned and scheduled to perform Park Duty on a Saturday or Sunday shall receive a minimum of four (4) hours of overtime compensation for each Saturday and each Sunday worked. Approval of overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full scheduled time unless released by their supervisor.

Section 11.0 Work Week Period and Day

- 11.1 Work Week: The work week shall exclude all un-schedule leaves of absence(s) in calculating hours worked. For the purposes of this section, “un-scheduled” shall be defined as less than 24 hours notice. The work week shall begin at 12:01 A.M. Sunday and end at 12:00 P.M. Saturday.
- 11.2 Day: For the purposes of administering benefits such as vacation accrual, holiday leave, mental health leave, etc. a "day" shall be equivalent to an employee’s scheduled workday, either eight (8), nine (9) or ten (10) hour period. Unless extended by mutual accord of both parties, this provision shall expire effective June 30, 2022 or on the effective date of a successor MOU, whichever occurs last.

Section 12.0 Flexible Working Hours

- 12.1 Recognizing the unique requirements of the employees of the City, flexible work hours may be arranged by mutual agreement between individual employees and their respective department heads. Such hours shall allow the employee to work the standard number of hours within each work week.
- 12.2 Such employee working the flexible hours may be reassigned to the normal work schedule, by the department head, by giving at least two weeks written notice or by mutual agreement.
- 12.3 It is further agreed that flexible scheduling must not adversely affect the efficient operations of the department.

Section 13.0 Call Back

Any duty required of a Public Works employee by the City after the employee has completed a continuous period of duty and who must be called back to perform such additional duty shall receive a minimum of two (2) hours of overtime compensation, except that employees who are on standby and are called to back to work receive a minimum of two (2) hours for the first call back and a minimum of one (1) hour of overtime compensation for each additional call back occurring during a standby shift. Approval of overtime compensation shall be made by the supervisor of the employee. Employees are expected to work the full call back time unless released by their supervisor.

Section 14.0 Stand By

Employees specifically assigned and authorized by the department head (or designee) to remain available at all times to receive and to respond for calls for service are eligible for Stand By pay. Stand By shall be assigned on a biweekly basis. While on Stand By, an employee must either wear a City-supplied cell phone or be available by their personal phone at all times, must refrain from the use of alcohol and/or illegal and/or controlled substances, and must remain within forty-five minutes of the City. Stand by shall be compensated at straight time for two hours pay for each Saturday, Sunday and holiday and three hours for the period of Monday through Friday.

Section 15.0 Bereavement Leave

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, step parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

An employee shall receive twenty-four (24) hours of bereavement leave for the death of his or her aunt, uncle, niece, nephew, first cousin, aunt-in-law, uncle-in-law, great-grandfather, great-grandmother, great-granddaughter, or great-grandson at the time of death.

Section 16.0 Jury Duty

- 16.1 Every employee who is called or required to serve as a trial juror shall be entitled to be absent from duties with the City during the period of such service or while being present in court. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty. If the employee has not waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her position. An employee accepted for jury duty shall immediately notify his/her department head in writing whether or not he/she waives or remits the jury fee to the City.
- 16.2 No deductions shall be made from the salary of an employee who has been subpoenaed as a witness as a result of having observed an event or occurrence while on City duty if he/she has submitted the witness fee. The same procedures are to apply as in the above paragraph.

Section 17.0 Vacation Leave

- 17.1 Full time regular and probationary employees shall earn vacation leave with pay, as follows:

Upon Completion of Years of Service	Vacation Hours Per Year
0	80 hours
1	88 hours
2	92 hours
3	96 hours
4	100 hours
5	104 hours
6	108 hours
7	112 hours
8	116 hours
9	120 hours
10	124 hours
11	128 hours
12	132 hours
13	136 hours
14	140 hours
15	144 hours

16	148 hours
17	152 hours
18	156 hours
19	160 hours

Vacation leave shall be earned and accrued on a pro-rated monthly basis based upon the above annual schedule.

- 17.2 An employee may accumulate unused vacation leave up to a maximum of twice the number of hours due annually. Under extraordinary circumstances and when the best interest of the City so requires, the City Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

Years of Service Per	Vacation Hours Year	Maximum per Accrued
0	80 hours	160 hours
1	88 hours	176 hours
2	92 hours	184 hours
3	96 hours	192 hours
4	100 hours	200 hours
5	104 hours	208 hours
6	108 hours	216 hours
7	112 hours	224 hours
8	116 hours	232 hours
9	120 hours	240 hours
10	124 hours	248 hours
11	128 hours	256 hours
12	132 hours	264 hours
13	136 hours	272 hours
14	140 hours	280 hours
15	144 hours	288 hours
16	148 hours	296 hours
17	152 hours	304 hours
18	156 hours	312 hours
19	160 hours	320 hours

- 17.3 An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is

caused by death of the employee, payment shall be made to the employee's designated beneficiary.

17.4 Pay for Vacation Time

Upon request of the Department Head with approval of the City Manager, an employee may be paid the straight time hourly equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 80 hours in any one fiscal year for non-management employees and for no more than 80 hours in any one fiscal year for management employees.

17.5 Bi-Lingual Pay

Based on the City and community need and the language proficiency of the employee, the City Manager may approve bilingual pay for Municipal Employees' Association classifications. Approval will only be given where the employee's bilingual skill is regularly used in the course of business.

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Bilingual pay shall be 2.5% of base salary for speaking and/or 2.5% of base salary for writing based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.

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If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave.

~~Bi Lingual pay of up to 5% (2.5% for speaking and/or 2.5% for writing) may be paid. Bilingual pay granted based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.~~

Section 18.0 Holidays

18.1 The following holidays shall be observed:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- Washington's Birthday - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - First Monday in September
- Veterans' Day - November 11th
- Thanksgiving Day - Fourth Thursday in November

Day after Thanksgiving Day
Christmas Eve
Christmas Day - December 25th
New Year's Eve

- 18.2 If the designated holiday falls on a Saturday, the preceding Friday shall be observed. If the designated holiday falls on a Sunday, the following Monday shall be observed.
- 18.3 If a holiday observance falls on a day in which an employee is mandated to work, the employee shall be paid time and one-half for all hours worked on the observed holiday.

Section 19.0 Uniform Regulations

19.1 ———The City agrees to provide maintenance worker permanent positions four long-sleeved logoed high-visibility shirts, four short-sleeved logoed high-visibility shirts and high quality rain gear, consisting of one hooded, high-visibility rain jacket and one pair of high-visibility rain trousers. The high-visibility shirts shall be provided for maintenance worker positions at hiring and two times per year: approximately April 1st and October 1st. Shirts damaged during the course of work may be replaced by the City with the authorization of the Public Works Director.

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—————Reimbursement shall be paid in the amount of purchase or in an amount not to exceed \$300, whichever is the lesser amount, upon presentation by the employee of a receipt for the purchase of such safety footwear for use at work and as may be required for his or her classification. At a minimum, safety footwear shall be steel-toed, leather, six-inch boots.

19.2 Jean Voucher Program –A yearly Jean voucher program will be established to allow five (5) vouchers to be used each fiscal year for jean/work pant purchase at Dusty D’s Workwear; (or another vendor if one is established and agreed upon by both parties). Each voucher is not to exceed \$50 in value and is to be used for the purchase of jeans/work pants only in the colors of dark blue or black.

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Section 20.0 Personal Property Reimbursement

20.1 The City shall reimburse Public Works employees for the repair or replacement cost of personal property damaged or destroyed during the performance of his or her duty. The maximum reimbursable amount shall not exceed the cost for items.

The City shall provide for the repair of or replacement of the following items as personal property:

Eyeglasses (prescription)

Frames	Full Cost
Lenses	Full Cost
Wrist Watch	\$25.00

Section 21.0 Probationary Period

Probationary period shall be twelve (12) months for new employees and twelve (12) months for promotional employees. Employees who do not successfully pass promotional probationary period shall be returned to the position previously held by the employee. If the position previously held by the employee has been filled, the City may initiate lay-off procedures in order to return the employee to the position which was previously held by said employee.

Section 22.0 Special Duty Assignment

Employees of the Public Works Department shall receive a five percent (5%) premium pay while assigned and performing in a lead position.

Those employees in the classification of Senior Maintenance Worker with Class A driver's licenses shall receive a twenty-five dollar (\$25) premium pay per pay period on the employee's regular pay day, for obtaining and maintaining their Class A Commercial driver's license. This premium pay shall not be included in the employee's pay rate when computing annual vacation pay outs. When an employee is receiving the premium pay, he/she can be directed to perform Class A driver's license duties. Employee is not eligible for the premium pay if he/she is on unpaid leave from City employment.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the Medical Examinations that are required to maintain their Class A Commercial driver's license reimbursed by the City upon presenting a voucher from the examining physician in an amount up to \$200. Reimbursements shall not exceed one per renewal period.

Those employees in the classifications of Senior Maintenance Worker with Class A driver's licenses shall have the cost of the driver license renewal and Department of Motor Vehicle examination fees, above and beyond those fees required for non-commercial Class C licenses, required to maintain their Class A Commercial driver's license reimbursed by the City upon successfully completing the required examination and being issued the renewal license, which will then be presented to Administrative Services as proof of maintaining the Class A driver's license. Proof of issuance and renewal of the Class A Commercial driver's license shall be the employee's responsibility and premium pay will not be applied retroactively. Eligibility for City-paid Class A Commercial driver's license courses and premium pay, including reimbursements, shall be based on the needs of the department and at the discretion of the department head.

Senior Maintenance Workers with a Class A Driver’s license agree to adhere to the Department of Transportation Policy and Procedures Manual for FMCSA Safety Sensitive Drivers hereby adopted by reference. Senior Maintenance Workers provide consent for the City to conduct limited queries from the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about the employee exists in the Clearinghouse per federal regulations.

Section 23.0 Tuition and Books

The City will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the ~~approval of the Department Head, terms and guidelines of the program as adopted by the City Council and respective bargaining unit contained within the City of Clearlake Personnel Policies.~~

Section 24.0 Stress Reduction and Wellness Program

- 24.1 Wellness Stipend – A \$200 per year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.
- 24.2 Outpatient care for treatment by a psychiatrist, psychologist, or certified social worker. The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$60 charge, therefore paying up to \$30 per visit, with an overall maximum of twelve (12) visits per fiscal year.

Section 25.0 Part-Time Permanent Employee Benefits

- 25.1 Part-time permanent employees who receive pro-rated benefits based upon their scheduled hours pursuant to the Personnel Rules and Regulations of the City of Clearlake may elect to decline the following benefits and apply the equivalent City contribution towards their contribution towards the monthly health insurance premium:
 - . Deferred Compensation
 - . Deferred Compensation In-Lieu of Retirees Medical
 - . Life Insurance
 - . State Disability Insurance

ARTICLE III PRE-DISCIPLINE AND GRIEVANCES

Section 1.0 Discipline

Prior to the suspension, demotion, pay reduction or discharge for disciplinary purposes of any regular employee pursuant to provisions of the Personnel Ordinance and Rules, the following procedures shall be complied with:

1.1 Written Notice

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods which the employee may respond, and shall be signed by the appointing authority.

1.2 Employee Review

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and he/she shall be supplied with a copy of documents or material.

1.3 Employee Response

Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond orally or in writing or both, at the employee's option, to the appointing authority concerning the proposed action. The City Manager may at his/her discretion extend such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.

1.4 Appeal

If the employee does not agree with the decision reached by the appointing authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final

If the employee does not agree with the decision reached by the Personnel Officer, the employee may request a hearing before the City Council within seven (7) calendar days.

1.5 City Council

Appeals shall be in writing and filed with the City Manager who shall, within seven (7) days of the receipt of the appeal, inform each member of the City Council and other such persons named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the City council. At least two weeks prior to the hearing date the appellant will submit statement of defense.

1.6 Notice

Upon the filing of an appeal, the City Manager shall set a date for a hearing on the appeal by mutual agreement not to exceed forty-five (45) days from the date of filing. The City Manager shall notify all named or effected parties of the date, time, and place of hearing at such place as the City Council shall preside.

1.7 Hearing

The appellant shall appear personally unless physically unable to do so, before the City Council at the time and place of the hearing(s). He/she may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the City Council by its Mayor, unless a Hearing Officer has been appointed by the Council with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests open hearing. The appellant has a right to be represented during these proceedings.

1.8 Findings and Recommendation

The City Council shall, after the conclusion of the hearing, certify its findings and recommendations in writing to the appellant at its next regular meeting to the person from whose action the appeal was taken and to the City Manager. The City Manager shall review the findings and recommendations of the City council with the person from whose action the appeal was made with a view toward implementing the recommendations of the City Council. The actions taken by the City Council shall be considered binding on the City.

Any member of the City Council may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the appointing authority shall reinstate any employee to his/her former status if finding is made by the City Council that the action taken was unwarranted and/or in error.

1.9 Temporary Leave with Pay

Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken. Throughout the above procedure, the employee may be represented.

Section 2.0 Grievance Procedure

Matters subject to grievance procedure:

A grievance shall be a claim, filed by an employee on his/her own behalf, or by the Association on the employee's behalf, contending that the City has violated or misapplied its obligation expressed and/or written in this agreement. A grievance at the informal stage (supervisor) must be brought forward to the supervisor within fourteen (14) days of the grievable action or event.

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

A. Determination of contents of job classification.

B. Determination of the procedures and standards for employment.

C. Items subject to the meet and confer process.

D. Matters subject to disciplinary proceedings

E. The procedures set for therein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law, such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.

F. Probationary employees rejected during probation shall have no right to appeal or grieve under this MOU.

G. Items filed more than fourteen (14) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

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2.1 Informal Grievance Procedure

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. If, after such discussion, the grievant believes that the grievance has not been satisfactorily resolved, he or she shall have the right to discuss the matter with the department head.

2.2 Formal Grievance Procedure

If the grievant is not in agreement with the decision rendered in the informal grievance procedure, he or she shall have the right to present a formal grievance, in writing, to the department head. If such formal grievance has not been submitted within ten (10) regular work days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion.

The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within ten (10) regular work days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular work days. Failure of the employee to take further action within ten (10) regular work days after receipt of the decision of the department head will constitute withdrawal of the grievance.

2.3 Appeal to City Manager

Upon receipt of an appeal the City Manager or designated representative shall discuss the grievance with the employee, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the City Attorney to render advice concerning the appeal. Within fifteen (15) regular working days, the City Manager shall render a formal decision in writing to the employee.

2.4 Appeal to City Council

If the grievant does not agree with the decision reached, the grievant may appeal in writing to the City Council within ten (10) regular workdays. Upon receipt of an appeal, the City Council shall conduct a hearing on the grievance with the grievant, the representative, if any, and other appropriate persons. The City Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. By the next regular Council meeting, the Council shall render a formal decision in writing to the grievant. The decision of the City Council shall be considered final and binding on the City.

Section 3.0 Extension of Time Limitations

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head and/or supervisor.

3.1 General Provisions

The employee and the representative shall be entitled to use a reasonable amount of work time as determined by the department head on conferring about or presenting the appeal.

Failure of an employee to file an appeal within the specified time for any but the first step of the procedure shall constitute an abandonment of the grievance. If the department head fails to render a decision within the specified time limits, then the grievance automatically goes to the next level in the procedure.

Consideration of a grievance shall be conducted on as informal basis as feasible and shall not require legal procedures. Consideration of the substance rather than the form of the grievance and reaching an appropriate solution on the actual facts are the objectives.

ARTICLE IV TERM

Section 1.0 Term of Agreement

The term of this agreement shall be for a period of ~~one year~~three years commencing July 1, ~~2021~~2022 and ~~termination~~terminating on June 30, ~~2022~~2025.

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Section 2.0 Agreement Renewal

All employee rights, benefits, privileges and other terms and conditions of employment in effect through the duration of the previous MOU and not expressly contradicted by this MOU are hereby incorporated in this MOU.

In ~~April of 2022~~March of 2025 the City and Association agree to open negotiations covering the contents of the agreement to become effective July 1, ~~2022~~2025.

In the absence of an executed agreement for the period commencing July 1, ~~2022~~2025, the provisions of this agreement shall remain in effect.

ARTICLE V IMPLEMENTATION

Section 1.0 Severability

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force for the duration of this Memorandum. In the event of invalidation of any article or section the City and Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

Section 2.0 Ratification and Implementation

- 2.1 The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.
- 2.2 This agreement constitutes a mutual recommendation by the parties hereto, the City Council, that one or more ordinance and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for the unit employees represented by the Association.
- 2.3 Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association.

Dated: _____

CITY OF CLEARLAKE

**CLEARLAKE MUNICIPAL
EMPLOYEES ASSOCIATION**

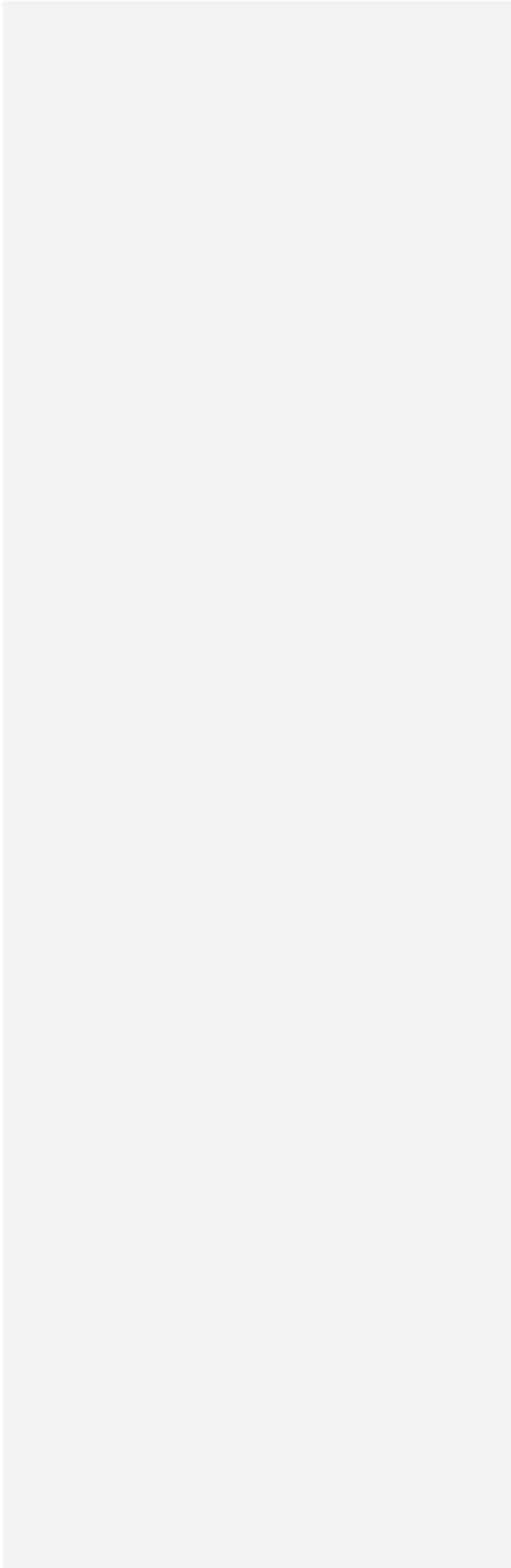
Alan D. Flora, City Manager

Tina Viramontes, President

MEMORANDUM OF UNDERSTANDING
CLEARLAKE MUNICIPAL EMPLOYEE ASSOCIATION
EXHIBIT A

- ACCOUNT CLERK I/II
- ASSISTANT PLANNER
- ASSOCIATE PLANNER
- CODE ENFORCEMENT TECHNICIAN
- DISPATCHER AIDE
- ENGINEERING TECHNICIAN
- DEPUTY CITY CLERK/HUMAN RESOURCES TECHNICIAN
- ~~FACILITIES COORDINATOR~~
- RECREATION & EVENT COORDINATOR
- FACILITIES MAINTENANCE WORKER I
- FACILITIES MAINTENANCE WORKER II
- GRANTS TECHNICIAN
- KENNEL TECHNICIAN
- LEAD MAINTENANCE WORKER
- MAINTENANCE WORKER I
- MAINTENANCE WORKER II
- MAINTENANCE WORKER III
- OFFICE ASSISTANT
- OFFICE WORKER

SECRETARY/PERMIT TECHNICIAN
SENIOR BUILDING INSPECTOR
SENIOR MAINTENANCE WORKER





STAFF REPORT	
SUBJECT: Consideration of a Memorandum of Understanding between the City of Clearlake and the Clearlake Police Officers Association for the period July 1, 2022 to June 30, 2024	MEETING DATE:
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Police Officers Association (POA) for the period of July 1, 2022 through June 30, 2024 and authorize the City Manager to sign.

BACKGROUND/DISCUSSION:

The City negotiation team has been meeting with the POA towards drafting a new MOU. The current MOU expires June 30, 2022. This report summarizes the tentative agreement negotiated in good faith with POA representatives in accordance with the Meyers-Milias-Brown Act regarding salaries, benefits and other terms and conditions of employment.

A summary of the tentative agreement is as follows:

- Term: A two-year agreement effective July 1, 2022 through June 30, 2024
- Wage Increase: A 4% base salary rate increase effective the first day of the pay period commencing on or after July 1st, 2022. A 3% base salary rate increase effective the first day of the pay period commencing on or after July 1st, 2023
- Health In Lieu Payment: Current unit members and those hired before July 1, 2022 will be eligible to receive the current health in-lieu payment benefit of 50% of the City’s contribution towards employee’s health care plan, but the payment is capped at the current dollar amount paid effective 06/30/22. All other employees effective July 1st will receive a \$200 stipend health in-lieu payment.
- Detective and Lead Dispatcher assignments added to positions eligible for Special Duty pay. Detective is currently receiving Special Duty pay and is formalized within the MOU with this addition of language. Field Training Officer position removed from 15% max of special duty pay.
- Wellness stipend of \$200 per fiscal year, reimbursement for costs related to wellness and stress management.
- Employees on leave over 30 days would have shifts assigned administratively when they return to work rather than signing up for shift selection.

- Clarifying language in several areas of the MOU, including callout/call back pay, grievance procedures, merit increases/status changes, and bilingual pay qualifications.

A redlined version of the MOU will be provided to the Council next week.

OPTIONS:

1. Move to approve the POA MOU and authorize the City Manager to sign.
2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments: If approved, the FY 2022-23 Budget reflects the salary increases requested by the bargaining units.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

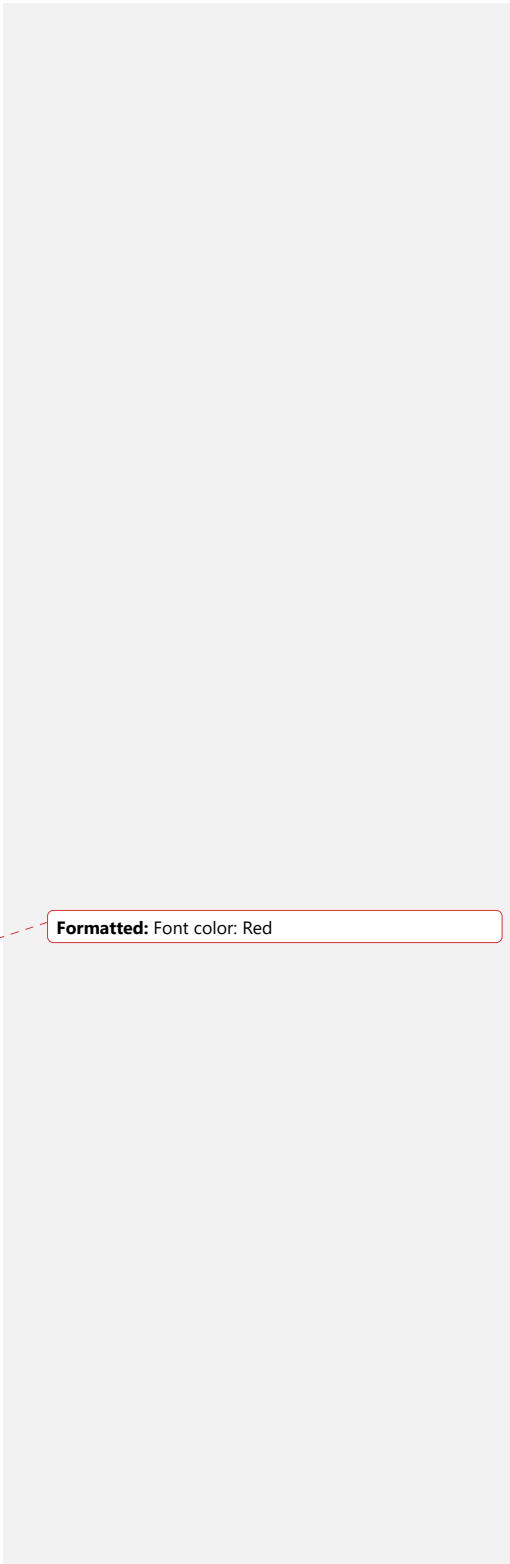
SUGGESTED MOTIONS:

Move to approve the Memorandum of Understanding (MOU) between the City of Clearlake and the Clearlake Police Officers Association (POA) for the period of July 1, 2022 through June 30, 2025 and authorize the City Manager to sign.

- Attachments:** 1) Redlined Memorandum of Understanding (to be inserted)

Memorandum of Understanding
Between the
City of Clearlake
And the
Clearlake Police Officers Association

July 1, 2022~~1~~ through June 30,
2024~~2~~



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Article I. General Provisions

Section 1-1.0 Preamble:

The Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq., the City of Clearlake Personnel System (Ordinance No. 10), the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 38-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Police Association (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.¹

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its implementation.

Section 1-2.0 Purpose:

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the employees covered by the provisions of the Agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

Section 1-3.0 Recognition:

The City acknowledges the Association as the exclusive recognized employee organization representing the permanent employees occupying job classifications set forth in Exhibit A.

Section 1-4.0 Employee Rights:

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State and City rules and regulations. Association rights and responsibilities include:

- a. The right to represent its members before the City Council with regard to wages, hours and working conditions.

¹ Rev 2021

- b. The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- c. The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- d. The right of reasonable use of the City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- e. The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- f. The right to maintain a bulletin board in an area readily accessible to Association members.
- g. The right to have payroll deductions made for payment of Association dues, subject to written request for each individual Association member.
- h. The right to recommend changes to Personnel System and Personnel Rules and meet and confer on changes thereof.

Section 1-5.0 Management Rights and Responsibilities:

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- a. The right to determine the organization of the City government and the purpose and mission of its constituent parts.
- b. The right to set standards of service and levels of staffing for both routine services and emergency operations.
- c. The right to determine the type and kind of goods and services to be made purchased and contracted for.
- d. The right to determine the methods of financing municipal services.
- e. The right to administer the Personnel System in accord with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.

Article II. Wages and Benefits

Section 2-1.0 Maintenance of Benefits:

All employee rights, benefits, privileges, and other terms and conditions of employment in effect through the duration of the previous agreement and not

expressly contradicted by this agreement are hereby incorporated in this agreement.

Section 2-2.0 Incorporation of Rules and Regulations:

The Personnel System Rules and Regulations, as amended by Resolution No. 82-60, is hereby incorporated by reference.

Section 2-3.0 Retirement:

2-3.1 Retirement Plan & Contributions:

“Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS²) sworn unit employees shall be provided the benefit of the local Safety Members 3%@50 retirement formula.

“Classic” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 9%.

“PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 2.7%@57 retirement formula.

“PEPRA” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 12%.

Members that previously received a salary adjustment of 2.5% as an offset for contributing 100% of the employee contribution shall continue to receive this offset during the term of the MOU.

2-3.3 Unused Sick Leave Conversion:

The City’s contract with the California Public Employees Retirement System (CalPERS) will allow unit employees to convert unused sick leave to service credit upon retirement.

² Defined by CalPERS as of finalization of this MOU as an employee who “Joined CalPERS prior to January 1, 2013, but are hired by a different CalPERS employer following a break in service of less than six months on or after January 1, 2013. However, if this definition is lawfully changed, any such change would control. (Rev. 2021)

Section 2-4.0 Salary Adjustment and Longevity Plan:

2-4.1 Salary Adjustment:

~~Effective July 1, 2021, all unit members will receive a four three percent (43.0%) cost of living adjustment (COLA) increase.~~

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~~Effective July 1, 2021, all unit members will receive a six three percent (36.0%) base salary cost of living adjustment (COLA) increase, in lieu of adjustments to other compensation included herein.~~

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~~Effective July 1, 2021, all unit members will receive a one-time payment of \$1,500 to all active permanent employees in acknowledgement of their hard work and dedication to the City.~~

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~~2-4.2 Working Group:~~

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~~City and the bargaining unit shall cooperate in the establishment and operation of a working group comprised of City representatives as well as one or more representatives from each City bargaining unit.~~

- ~~a) This working group will meet at least monthly, commencing upon an agreed-upon date in the first week of September 2021 and continuing thereafter at least once per month.~~
- ~~b) This working group will discuss and, if possible, agree upon a plan for the conversion of existing specialty pays to a sum to be applied to base pay for all classifications and ranks, or such other concepts which may be identified by the working group and which if adopted would go to the objective of eliminating specialty pays and increasing the across the board base rate for City employees by the realignment of existing pay.~~

2-4.3 Longevity Pay:

City will provide a longevity payment to all sworn and non-sworn unit employees based on the following schedule (Applies only to continuous service at the City of Clearlake, although no incumbent as of September 12, 2019 will receive a reduction in pay as a result):

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%
8	4.0%
9	5.0%
10	6.0%

11	7.0%
12	8.0%
13	9.0%
14	10.0%
15	11.0%

2-4.4 Pay Periods:

There shall be twenty-six (26) pay periods per year.

2-4.5 Shift Differential:

a) Member shall receive a differential of five (5%) percent of their base pay for actual hours worked during the night shift period as defined below:

Night shift shall be 6:00 p.m. (1800 hrs) to 6:00 a.m. (0600 hrs). The start and end time for this period are based on the current 3/12 alternative work schedule for patrol and dispatch.

b) The City agrees to meet and confer regarding shift differential if the City changes from the current 3/12 alternative work schedule for patrol and/or dispatch to another schedule (eg. 4/10, 5/8).

2-4.6 Merit Increases:

Police officers shall be eligible for merit increases on an annual basis until they advance to Step E in the range. However, a police officer may be advanced from Step B to Step C upon the successful completion of probation at 18 months of service. This increase shall not change their anniversary date for subsequent merit increase eligibility. All merit increases are contingent on demonstrated satisfactory job progress and productivity, recommendation by the Chief of Police and approval by the City Manager.

All Merit Increases and Status Changes affecting employee pay shall be effective the first day of the pay period following the anniversary date or date of change of status, whichever is later.

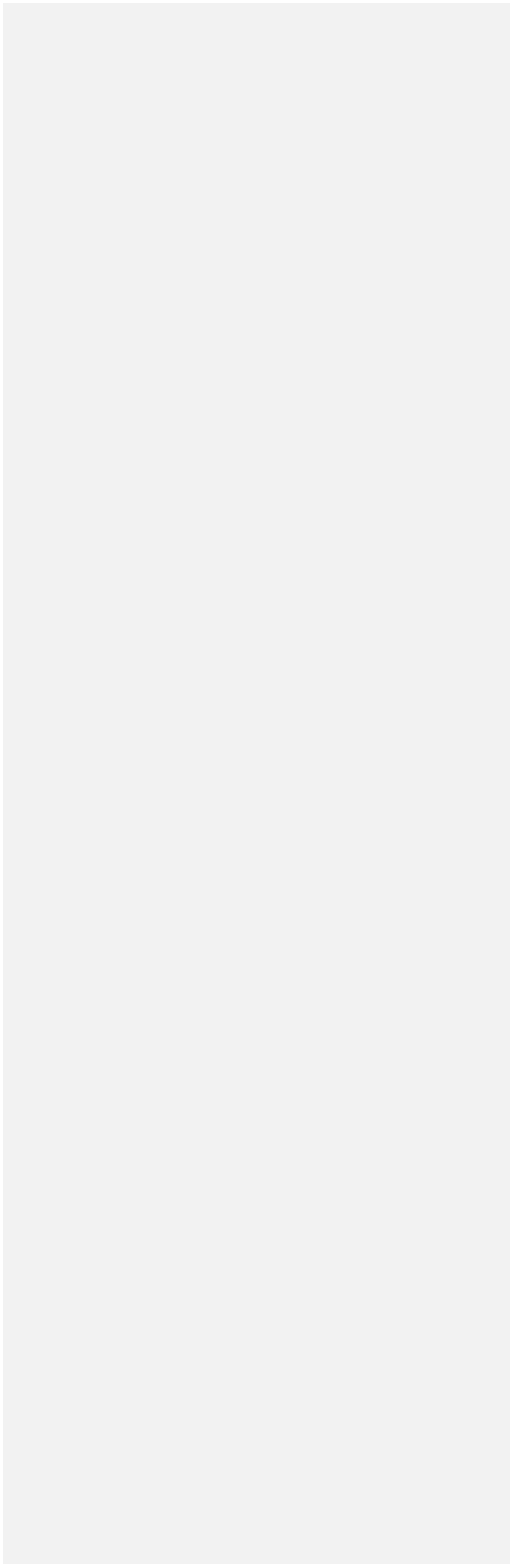
Payment of Comp Time Upon Promotion and/or Change of Bargaining Unit

Employees who have accrued compensation time and who are promoted to a new bargaining unit shall receive a cash-out of all accrued compensation time prior to the effective date of the promotion/bargaining unit change. This amount would be paid in the next pay period following the promotion date.

Section 2-5.0 Health and Welfare:

2-5.1 Health Insurance Plan:

a) The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical/vision plan shall be that offered by



Operating Engineers Local Union No. 3 with individual employees paying the associate membership fee.

b) If the City is mandated to contribute toward employee’s health insurance program by state or federal action, this subsection shall be considered invalid and subject to Section 10 in Article V (Severability).

c) The City and employees shall contribute the following percentages towards health insurance:

City Contribution: 80% of premium

Employee Responsibility: 20% of premium

2-5.2 Waiver of Participation:

Effective July 1, 2022, all new employees hired on or after this date who elect to waive participation in the City’s health insurance plan due to participation in a spouse’s insurance program or private health insurance program shall, upon written request to waive said participation and proof of alternative health insurance coverage, receive from the City a two hundred dollar (\$200) flat rate payment towards unit employee’s health insurance plan, regardless of family size or alternate coverage cost.

Current unit members waiving participation and receiving in-lieu pay shall continue to receive in-lieu pay for the duration of this agreement at the equivalent of 50% of the City’s contribution towards employee’s health care plan at the rate effective June 30, 2022.

Should the IRS (or other state or federal agency) adopt rulings or regulations that place the City at great risk of penalty for offering the stipend for opting out of medical insurance, the City reserves the right to delete the Waiver of Participation in-lieu payments.

~~In addition to the above provisions of this section, employees who elect to waive participation in the City’s health insurance program due to participation in a spouse’s insurance program or private health insurance plan shall, upon written request to waive said participation and proof of alternate health insurance coverage, shall receive from the City the equivalent of 50% of the City’s contribution towards unit employee’s health insurance plan.~~

2-5.3 Alternate Health Insurance:

Further, the parties agree to work mutually toward seeking health and benefit plans which are acceptable to both parties, including counseling services provided by an independent contractor.

If an alternate Health Insurance Plan is identified by either party during the term of this agreement, the City and the Association agree to re-open

negotiations for the sole purpose of renegotiation the City and employee levels of contribution and implementation of the plan.

2-5.4 Life Insurance:

The City shall provide a \$50,000 Life Insurance Policy for Association Members for those classifications represented by the bargaining group, with the option for each unit employee to purchase and an additional \$100,000 policy as a line of duty benefit for sworn employees. Employees have the option of purchasing additional coverage at their own expense.³

2-5.5 State Disability Insurance:

The City shall provide SDI coverage for all unit employees.

Section 2-6.0 Sick Leave:

2-6.1 Accrual of Sick Leave:

Every full-time regular employee and probationary employee shall earn sick leave at the rate of eight (8) hours per month, or major fraction thereof. Permanent part-time employees shall earn sick leave at a ratio of their hours to full time position.

2-6.2 Use of Sick Leave:

Sick leave with pay may only be granted by the appointing authority for valid illness, injury, or scheduled appointment for medical or dental care unless otherwise provided by this agreement. The appointing authority may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested. When in the judgment of the appointing authority, the employee's reasons for being absent because of alleged illness or injury are inadequate, he/she shall indicate on the payroll time report that the absence was leave without pay. The appointing authority may take reasonable steps to insure proper use of sick leave with pay.

2-6.3 Sick Leave Integration:

An employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the

³ Rev 2021

employee of his/her full salary. When accumulated sick leave, or vacation or both are exhausted, the employee is still entitled to receive disability indemnity.

2-6.4 Illness While on Vacation/Holiday:

An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:

- a. Immediately upon return to duty, the employee submits to the appointing authority a written request for sick leave. The appointing authority may require evidence in the form of a physician's certificate,

or otherwise, of the adequacy of the reasons for the time for which sick leave was requested.

- b. The appointing authority recommends and the Personnel Officer approves the granting of such sick leave.

2-6.5 Illness on Observed Holidays:

Observed Holidays occurring during sick leave shall not be counted as a day of sick leave, except for employees receiving holiday pay.

2-6.6 Use of Sick Leave for Dependent Care:

A employee may use sick leave for the case of dependents who are ill, injured or pregnant and who are living in the employee's household.

2.6-7 Separation:

An employee leaving municipal services shall forfeit all sick leave benefits except that sick leave may be used only through the final day of the actual work performed for the City and not during a period of terminal vacation.

Section 2-7.0 Vacation Leave:

2-7.1 Accrual of Vacation:

Every full-time regular and probationary employee shall earn vacation leave with pay, as follows:

Completed Years of Service	Vacation Hours per Year
0	80
1	88
2	92
3	96
4	100
5	104
6	108
7	112
8	116
9	120
10	124
11	128
12	132
13	136
14	140
15	144
16	148
17	152
18	156
19	160

2-7.2 Maximum Vacation Leave:

An employee may accumulate unused vacation leave up to a maximum of twice the number of hours due annually. Under extraordinary circumstances, and when the best interest of the City requires, the City

Manager may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

After Years of Service	Vacation Hours Per year	Maximum Accrued Balance
0	80	160
1	88	172
2	92	184
3	96	192
4	100	200
5	104	208
6	108	216
7	112	224
8	116	232
9	120	240
10	124	248
11	128	256
12	132	264
13	136	172
14	140	280
15	144	288
16	148	296
17	152	304
18	156	312
19	160	320

2-7.3 Scheduling Vacation Leave:

All vacation requests for the coming calendar year shall be submitted in writing to the Chief of Police between November 1st and November 30th of the current year. When the requested vacation periods of two (2) or more employees working the same shift conflict and not all such requests can be reasonably granted, employees shall be granted their preferred vacation period in order of department seniority. When department seniority is equal, the employees' ranking on the original list from which they were hired will be used to break the tie. Vacation requests shall not be denied nor scheduled vacations canceled unless operational needs require it.

2-7.4 Separation:

An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

2-7.5 Denial of Leave Request/Accrual Extension:

In the event an employee is denied two requests to take vacation within a calendar year, he/she shall be allowed to carry-over accrued vacation in excess of the maximum allowed.

Section 2-8.0 Bereavement Leave:

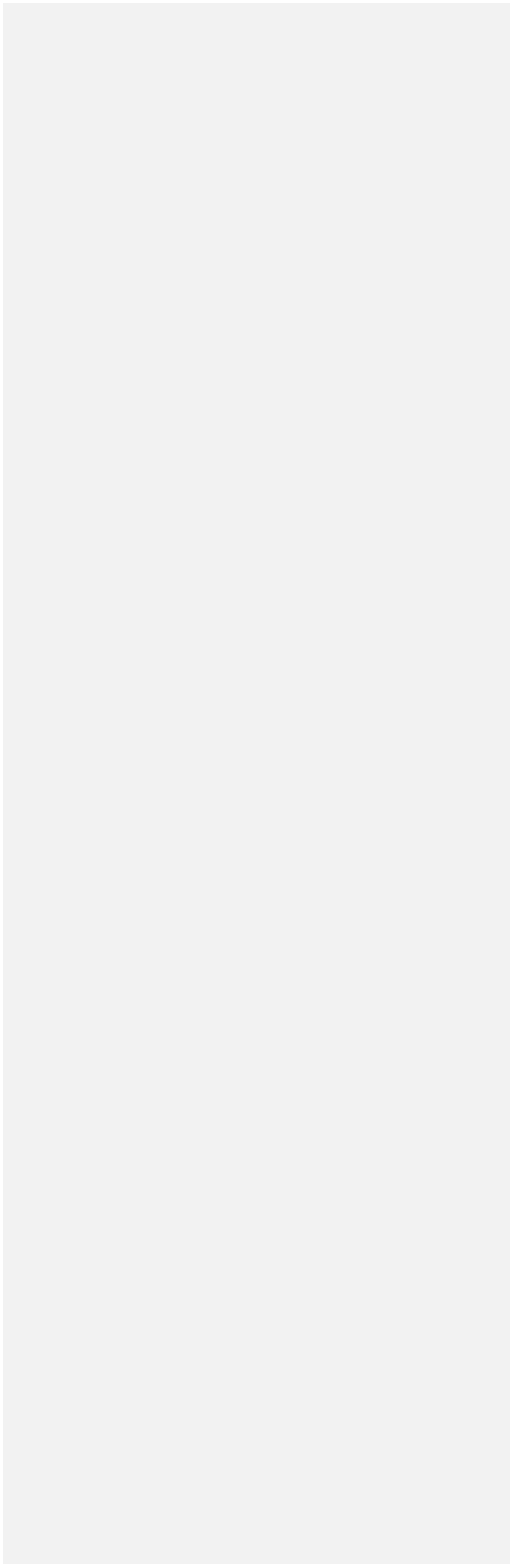
An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, step parent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of the death.

An employee shall receive twenty-four (24) hours bereavement leave due to the death of his or her aunt, uncle, niece, nephew, first cousin, aunt-in-law, uncle-in-law, great-grandfather, great-grandmother, great-granddaughter, or great-grandson at the time of death.

Section 2-9.0 Holidays:

The following holidays shall be observed except for shift employees in the Police Department.

- New Year's Day – January 1
- Martin Luther King's Birthday – 3rd Monday in January
- Washington's Birthday – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – 1st Monday in September
- Veteran's Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day after Thanksgiving Day
- One-half day Christmas Eve
- Christmas Day – December 25th
- One-half day New Year's Eve
- One Floating Holiday



Section 2-10.0 Leave of Absence without Pay:

An employee may request a leave of absence without pay for personal reasons. Leaves of absence shall be administered as follow:

- a. A department head may grant a leave of absence without pay to an employee for a period of up to seven (7) calendar days in a month.
- b. The City Manager may grant a leave of absence without pay to an employee of up to thirty (30) calendar days.
- c. Any leave of absence without pay to an employee in excess of thirty (30) calendar days must be approved by the City Council.

All benefits under (a) and (b) above shall continue for the duration of such leave.

Section 2-11.0 POST Incentive Pay:

Additional compensation shall be paid to Police Officers and Dispatchers for POST certificates as prescribed below:

Intermediate Certificate	5.0%
Advanced Certificate	2.5% additional for a total of 7.5%

Section 2-12.0 Special Assignment:

Employee shall receive a five percent (5%) premium pay while assigned by the Police Chief and while performing in any of the following special assignments:

- Traffic Officer
- Canine Officer
- Field Training Officer
- Non-sworn personnel while actively training other non-sworn personnel
- Watch Commander
- Police Corporal
- Detective
- Lead Dispatch

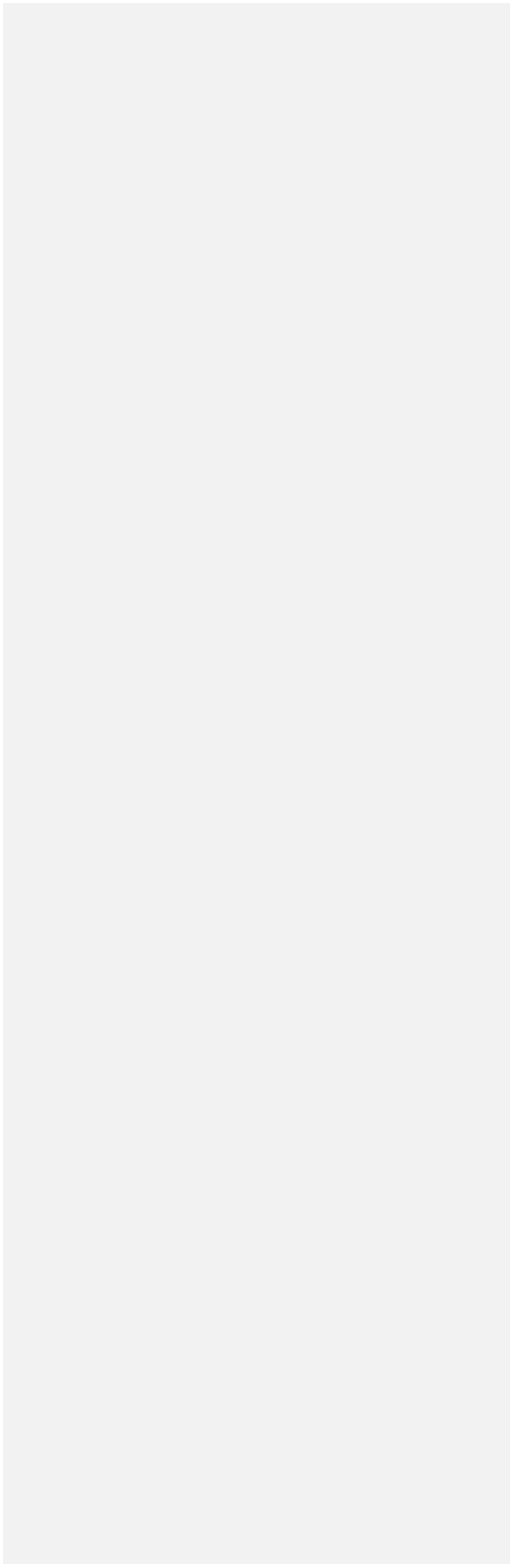
Time performing the special assignment does not include the time training to qualify for the special assignment.

The maximum premium pay for multiple special duty assignments is ten percent (10%). A member serving as Field Training Officer shall not have the five percent (5%) special duty assignment pay count towards the maximum premium pay. A member serving as a Police Corporal shall not be eligible for Watch Commander special assignment pay.

2-12.1 Police Corporal Assignment

- a) Responsibilities. The functions and responsibilities of the Police Corporal assignment include those of a Police Officer with the additional duties of an assistant supervisor or, in the absence of a sergeant, the shift supervisor. The assignment is distinguished from Police Officer by the focus on leadership, coordination and oversight of officers during field operations. They have the responsibility of monitoring the job performance of police personnel, in support of the sergeant, to ensure adherence to department policy and procedures. They provide informal, remedial training to assigned personnel and take corrective action of field performance issues as needed. They make decisions as to the correct action at calls for service as the shift supervisor or as the lead officer on the shift or at the call. They may receive and investigate complaints related to an employee's conduct and be assigned projects or other responsibilities consistent with the additional leadership responsibilities of the assignment.
- b) Maximum Assignments. The Police Chief may appoint a maximum of four (4) Police Corporals, with a maximum of one per patrol shift. Appointments are subject to budgetary and staffing needs.
- c) Minimum Eligibility. In order to be eligible for the Police Corporal assignment, an applicant must meet the following minimum requirements:
 - a. Four (4) years of experience as a Police Officer with the City of Clearlake; and
 - b. Experience serving as a Watch Commander with the City of Clearlake; and
 - c. Experience serving as a Field Training Officer with the City of Clearlake.
- d) Selection Process. Upon a vacancy in the Police Corporal program, the Police Chief may solicit memorandums of interest for the assignment. Members will be notified via e-mail. Candidates meeting the minimum qualifications will be invited to participate in a testing process. The testing will minimally consist of a scored written test. The minimum passing score shall be 80% overall and for any scored component of the testing process. Successful candidates will be placed on an eligibility

list, ranked by score, and referred to the Chief of Police, who has pick



of the list for final selection. A passing score does not guarantee placement in the assignment.

- a. Candidates who fail the testing process are ineligible from re-applying for a period of one year.
- b. Candidates who pass the testing process but are not selected will remain on an eligibility list for twelve (12) months. Their score will be merged with the scores from subsequent testing process(es) that occur during their period of eligibility or the candidate may re-test at their discretion.
- e) Evaluation. The Annual Evaluation for a Police Corporal will include an assessment and evaluation of their performance with respect to the additional duties and responsibilities of the assignment in addition to those of a Police Officer.
- f) Probationary Period. Upon selection to the Police Corporal assignment, members will serve a Probationary Period of one year from the date of their advanced assignment. During this time, they may be removed from the advanced assignment, with or without cause, without the right of due process appeal or hearing at the sole discretion of the Chief of Police. A member so removed shall be ineligible to reapply for the assignment for a period of one year from the date of removal.
- g) Removal. Upon successful completion of the Probationary Period, a member may be removed from the Corporal assignment by the Police Chief (1) as part of a disciplinary action or (2) the member is physically incapable of performing the duties of the special assignment. A member removed for disciplinary reasons shall be ineligible to reapply for the assignment for a period of one year from the date of removal.
- h) Assignments. Police Corporals will be assigned to a patrol shift with no more than one corporal assigned to a shift. A member assigned as a Police Corporal who transfers to a non-patrol assignment, such as Investigations or School Resource Officer, will no longer be a Police Corporal.
- i) Watch Commander. In the absence of a sergeant, the Corporal will serve as the shift supervisor, except if they are actively training as an FTO, another qualified officer on the shift may serve as shift supervisor. If two or more Corporals are working the same shift, the most senior Corporal will generally serve as the shift supervisor.

However, this may be overridden by a sergeant or other higher-ranking supervisor.

- j) Reversion. A member serving in the Police Corporal assignment who is promoted to Police Sergeant but fails the promotional probationary period shall not have reversion rights to the Police Corporal assignment or the associated compensation.
- k) Policy and Direction. The Police Chief may enact policies and procedures to implement the Police Corporal Assignment Program so long as they do not conflict with the above terms.

2-12.2 K-9 Care & Maintenance

Police Officers who are assigned a K-9 shall be provided one half (1/2) hour per day of overtime pay at the base rate of \$19.30 per hour for the care and maintenance of the K-9.

Section 2-13.0 Uniform Maintenance:2-13.1 Uniform Maintenance:

For a new employee to City service, the City will initially provide the following uniforms and equipment, which will then be maintained and replaced by the employee:

- Two uniform shirts (1 Long Sleeve / 1 Short Sleeve)
- Two uniform pants
- Neck tie
- Tie bar
- Name Tag
- Uniform belt

- Duty belt (Excluding Dispatcher & Supp. Svc. Tech.)

Employees shall be solely responsible for the purchase of non-listed items required to comply with the uniform policy such as t-shirts, socks and boots/footwear.

If a new employee does not pass their initial probationary period and does not remain in City service, they shall return to the city all uniform items that were provided by the City upon hire.

Upon approval of the Chief of Police, the City may replace uniform items damaged in the course and scope of an employee's duties. The employee remains solely responsible for the replacement of uniforms due to normal wear and tear.

The City will provide and maintain the following items for Police Officers:

- Firearm
- Ballistic vest
- Flashlight
- Handcuffs
- Baton
- Pepper spray

For non-police officer classifications, the City will provide and maintain items required, as determined by the Chief of Police, for the assignment, such as a utility belt, handcuffs, etc.

2-13.2 Personal Property reimbursement:

The City shall reimburse employee for the repair or replacement cost of personal property, clothing and equipment damaged, destroyed, stolen, or lost during the performance of his/her duty. The maximum reimbursement amount shall not exceed a reasonable replacement value as determined by the Chief of Police.

2-13.3 Load Bearing Vest Carriers:

Officers may wear load bearing vest carriers while working patrol operations to reduce the risk of injury.

Section 2-14.0 Hours of Work and Overtime:

2-14.1 Hours of Work:

The Chief of Police shall schedule the shifts to meet the department operational needs.

All unit employees are employed on a seven (7) day/minimum forty (40) hour work period basis and may include sick leave, vacation and holiday leave (where applicable).

2-14.2 Overtime/Compensatory Time Off:

Overtime is defined as a City required act or time expenditure by an employee in excess of the regularly scheduled work shift. Overtime shall be calculated at one and one-half (1 ½) times the employee’s rate of pay or one and one-half (1 ½) times the number of overtime hours worked as compensatory time off (CTO). Compensatory time may be accumulated to a maximum of eighty (80) hours at any given time.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager, request pay-off of up to 80 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1st and no later than June 26th of each year. Approved pay off shall be issued no later than June 30th of each year.

2-14.3 Compensatory Time:

Compensatory time shall be earned and accumulated only if the employee agrees in advance that he/she is required to provide two (2) weeks’ notice prior to reducing compensatory time. An employee who does not agree in advance to such notice shall not be allowed to earn or accumulate compensatory time. Exceptions may be considered by the Chief of Police.

2-14.4 Call Out/Call Back:

a. Call Back is defined as Association Members called back to work to perform corrections to work completed which results in overtime as defined

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in Section 2-14.2 shall commence at the time the Association Member reports to the Police Station. Call Back excludes Court Time, as defined in Section 2-14.5

b. Call Back/Call Out pay for Association Members does not apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call Back pay also does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift.

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c. Call Out is defined as hours worked when an Association Member has already been relieved of duty, has left the station, and is then called back to duty for work other than that defined as Call Back work above, which results in employee overtime as defined in Section 2-14.2. Call Out time begins when the Association Member reports to work. Call Out work shall be paid as overtime as defined in Section 2-14.2, at a minimum of four (4) hours compensation for hours worked, up to the start of the Association Member's regularly scheduled shift, as applicable. Association Member shall not be paid Call Out pay during their regularly scheduled shift.

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~~Any duty required of an employee by the City after the employee has completed a continuous period of duty and who must be called back to perform such additional duty, including court time, shall receive a minimum of four (4) hours of overtime compensation. Approval of overtime compensation shall be made by the Chief of Police.~~

2-14.5 Court Time:

Court time is time required and spent by an employee attending in response to a subpoena, a coroner’s inquest, or a hearing or trial in a civil or criminal case, at a time other than that regularly required of such employee for employment, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the City. An employee shall be compensated at one and one-half (1 ½) times the regular hourly rate for all court time worked in excess of the prescribed regular work week. Employees shall receive a minimum of three (3) hours overtime compensation.

2-14.6 Standby Pay:

- a) Employees required to be on call for duty shall be furnished a cell phone.
- b) City shall create a rotating on-call schedule with on call pay of \$25 per weekday and \$50 per weekend day for Detectives.

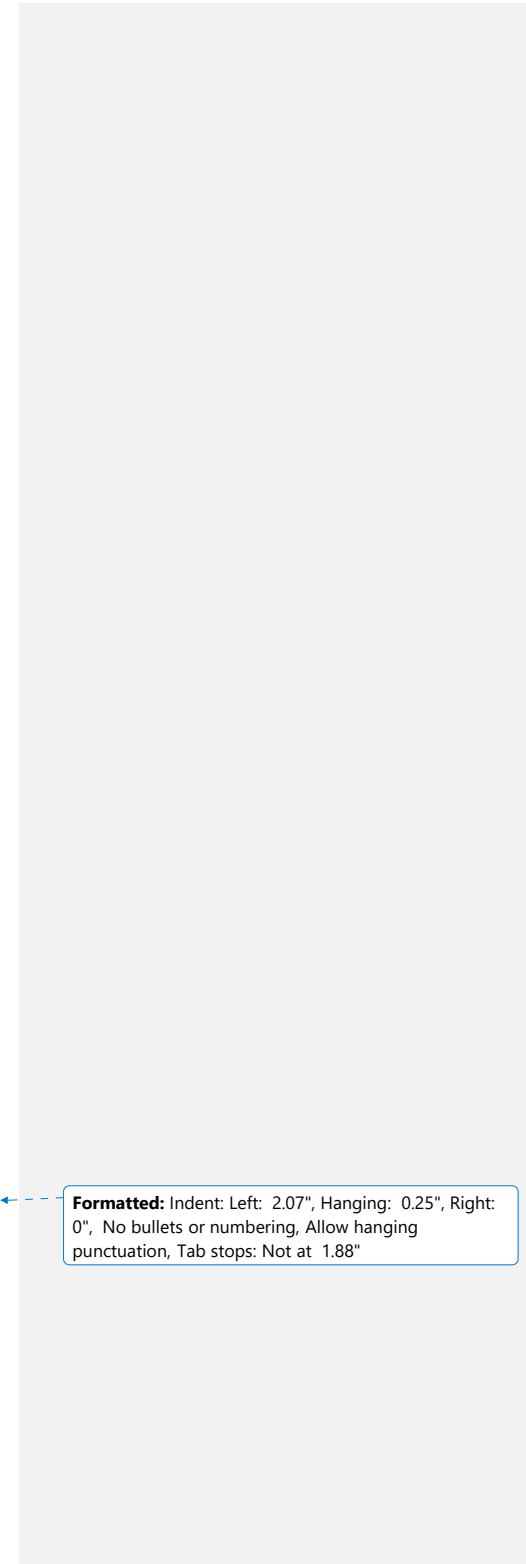
2-14.7 Shift Selection:

The Association agrees to mandatory shift rotation for patrol and dispatch assignments. The intent of shift rotation is to provide opportunities for employees to be exposed to all facets of police work.

- a) All shifts sign-up shall be by seniority.
- b) No employee shall work the same shift for more than two (2) rotations.
- ~~b)c) An employee on leave extending over thirty (30) days is not eligible for shift sign-up but will have shift administratively assigned upon return to work.~~

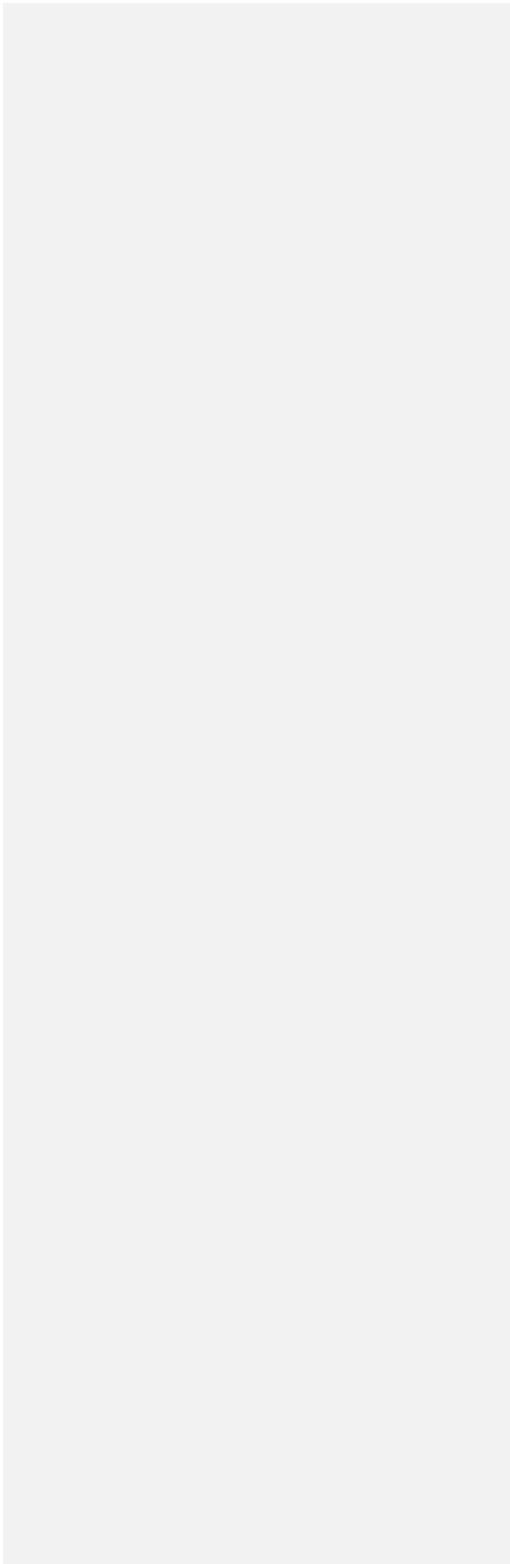
Hardship. Any employee claiming a hardship and requesting to maintain on a shift for more than two (2) rotations shall comply with the following:

- a) Submit in writing to the Association Board of Directors the reasons for



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said hardship.



b) Upon receipt of the hardship request, the Association shall make a recommendation to the Chief of Police for their determination.

2-14.8 Alternative Work Schedules:

The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 3/12, 4/10 and 9/80 AWS plans. A side letter will be utilized to document the understanding of the Parties regarding such alternative work schedules.

Section 2-15.0 Training:

The Chief of Police shall establish the training schedule for the department. Any employee interested in career related training shall submit a request to the Chief of Police. A schedule of training shall be prepared by the Chief of Police to meet the needs of the employee and the department. Requests shall be treated in a fair and equitable manner and shall not be unreasonably denied.

Section 2-16.0 Stress Management/Wellness Program:

Outpatient care for treatment by a psychiatrist, psychologist, or certified social worker: The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$60 charge, therefore paying up to \$30 per visit, with an overall maximum of twelve (12) visits per fiscal year.

A \$200 per fiscal year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.

Section 2-17.0 Day:

For the purposes of administering benefits such as vacation accrual, holiday leave, etc. a "day" shall mean an eight (8) hour period.

Section 2-18.0 Take Home Vehicle Policy:

The Police Chief may recommend that the City provide Police Officers a take home vehicle if it has been determined a vehicle is available and based on the approval of the City.

Section 2-19.0 Educational Tuition Reimbursement:

2-19.1 Tuition and Books: The city will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the approval of the Department Head. Employees are not eligible for both tuition and books reimbursement and the Safety Education Loan Forgiveness Program below..

2-19.2 Safety Education Loan Forgiveness (SELF) Program

POA and the City agree with the interest of enhancing the training and retaining of POA employees. Safety Education Loan Forgiveness (SELF) Program would be established to provide a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year on behalf of the employee to the educational institution for tuition and related direct expenses as provided below:

In order to be eligible for the program, an employee must have been an employee of the City or a minimum of one year and completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. The City Manager may approve a course of study from a nationally-accredited, degree-granting institution. The City will develop a list of preapproved courses of study in consultation with the POA.

Employees would have up to a maximum of four years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four-year period.

If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due.

Upon successful completion of the program, provided an employee remains in City service, the loan would be forgiven after the fifth year after the two-year program period. If an employee successfully completes the program, but leaves City service prior to this time, the

loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

- 100% repayment for an employee who leaves City service during the first two years after the initial two-year program period.
- 75% repayment for an employee who leaves City service during the third year after the initial two-year program period.
- 50% repayment for an employee who leaves City service during the fourth year after the initial two-year program period.
- 25% repayment for an employee who leaves City service during the fifth year after the initial two-year program period.
- 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period (loan forgiven).

Article III. Grievance Procedure:

Section 3-1.0 Grievance Procedure:

A grievance shall be a claim, filed by an employee on his/her own behalf, or the Association (for alleged violations of Association rights) contending that the City has violated or misapplied on obligation expressed, referenced and/or written in the agreement.

The following matters are specifically excluded from consideration under the grievance and appeal procedure:

A. Determination of contents of job classification.

B. Determination of the procedures and standards for employment.

C. Items subject to the meet and confer process.

D. Matters subject to disciplinary proceedings

E. The procedures set for therein shall not apply in matters where other methods of dispute resolution have specifically been provided for in State or Federal Law, such as, but not limited to, appeal of Workers' Compensation claims; unemployment insurance claims; or claims of employment discrimination based upon race, religious creed, sex, color, physical disability, age, medical condition, national origin, political affiliation or marital status for which a remedy is provided by the California Fair Employment and Practices Act or Title VII.

F. Probationary employees rejected during probation shall have no right to appeal or grieve under this MOU.

G. Items filed more than fourteen (14) calendar days following the event giving rise to the grievance or first knowledge of the grievance.

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. The grievant must bring the grievance to the attention of his/her immediate supervisor within 14 days of the grievable event. Failure to do so will constitute a waiver of the grievance⁴.

If, after such discussion, the grievant does not feel that the grievance has been satisfactorily resolved, the grievant shall have the right to discuss the matter with the supervisor's superior, if any within the departmental organization. Otherwise, the grievant shall have the right to discuss the matter with the department head.

If the grievant is not in agreement with the decision of the informal grievance procedure, the grievant shall have the right to present a formal grievance, in

⁴ Rev 2021

writing, to the department head. If such formal grievance has not been submitted within twelve (12) calendar days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion. The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within twelve (12) calendar days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Manager within twelve (12) calendar days. Failure of the grievant to take further action within twelve (12) calendar days after receipt of the decision of the department head will constitute withdrawal of the grievance.

Upon receipt of an appeal, the City Manager or designated representative shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render advice concerning the appeal. Within twelve (12) calendar days, the City Administer shall render a formal decision in writing to the grievant. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Council within twelve (12) calendar days.

Upon receipt of an appeal, the City Council shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City

Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. Within twelve (12) calendar days, the City Council shall render a formal decision in writing to the grievant.

Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head.

Section 3-2.0 Discipline:

Disciplinary action may only be taken for just cause and should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of the same nature and of the time between occurrences, overall work record and treatment of other employees in similar circumstances. Prior to any disciplinary action as defined in Government Code Section 3303 against any regular employee pursuant to provisions of the Personnel Ordinance and Rules, to following procedure shall be complied with:

1. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods in which the employee may respond, and shall be signed by the appointing Authority.
2. The employee shall be given an opportunity to review the documents or material upon which the proposed disciplinary action is based, and, if practicable, he/she shall be supplied with a copy of the documents or materials.
3. Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the appointing authority concerning the proposed action. The Personnel Officer may at his/her discretion extend such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.
4. If the employee does not agree with the decision reached by the appointing authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

5. Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final.
6. Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the Personnel Officer may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken.

Throughout the above procedure, the employee may be represented.

Article IV. Miscellaneous:

Section 4-1.0 Probationary Period:

The first twelve (12) months after an employee has been hired or promoted shall be a probationary period during which he or she will be considered as in training.

The probationary period for police officers shall be of two types. Sworn personnel hired through lateral recruitment shall have a twelve (12) month probationary period. All other sworn personnel shall have an eighteen (18) month probationary period.

This period is an extension of the examination process and the employee's performance shall be carefully observed. Thirty (30) days prior to the end of the probationary period, the employee's performance shall be formally evaluated. If the employee's performance has been satisfactory, and advancement to regular status is warranted, the Department Head shall so state in the employee's evaluation report to the Personnel Officer. The employee shall then be advanced to regular status.

If the employee's performance has not been satisfactory, the Department Head shall so state in the employee's evaluation report and the employee shall be rejected. Alternatively, the probationary period may be extended by the Department Head, not to exceed 6 additional months.

Probationary employees may be rejected at any time without the right of appeal. Notification of rejection shall be in writing and shall be given to the probationary employee with a copy to the Personnel Officer.

Section 4-2.0 Physical Requirements:

The City may require that all applicants and employees be in such physical or mental condition to perform the duties of their jobs and may require periodic medical or psychological evaluation. No employee shall hold any position in a classification in which he cannot physically or mentally perform all the duties of the job adequately or without hazard to himself or others. Within the limitations indicated, the City's policy shall be to make such efforts as are consistent with the provisions of the City rules to place physically disabled employees in such positions as are available in the City service where their disabilities will not affect their performance of duties. The employee's length of service, nature of past performance and the availability of openings may be considered in placing disabled employees.

It is the intent of the City to administer this provision on an equitable basis.

Section 4-3.0 Lay-Off:

For reasons of economy or efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. In such event, it may be necessary to lay off one (1) or more City employees. The following procedure is intended to give primary consideration to seniority in classification and service and job performance whenever the layoff of employees is necessary. The City's decision to abolish a position is not subject to the employee's right of appeal or grievance.

Notwithstanding the above, the City recognizes the responsibility and the Association's right to meet and confer over the impact of such an action.

When a position within a department or division is abolished, all employees in that department or division in the subject classification shall be listed in order of their length of time in classification. The department head shall choose from among their number the probationary employee to be laid off for each position to be abolished.

In any case length of time in classification should be equal, the appointing authority shall take length of service with the City into consideration in determining the employee to be laid off.

If in any case length of time in classification and length of time of service with the City should be equal, the appointing authority may take job performance into consideration in determining the employee to be laid off.

Employees laid off shall be given two (2) weeks written notice of the action.

An employee who is to be laid off may request, in writing, to be transferred to a vacant position, subject to existing transfer rules within the two-week notification period.

An employee who has held regular status in a lower classification within the same department and/or division may request, within the two (2) week notification period, demotion to a position of said lower classification or an equivalent class in order to avoid layoff. If the employee makes such a request, a list of employees as prescribed in the preceding section shall be prepared and subject employee shall have his/her name placed among the other names on said list according to his/her total length of service in said class and any higher class within the department and/or division. Thereafter, the appointing authority shall choose an employee to be laid off according to the preceding section.

A regular employee of the City who has been employed for a minimum of two (2) years and has been laid off because of either abolition of his/her position or as a result of a demotion of another employee to avoid layoff will be eligible for ten (10) days severance pay.

The names of all permanent employees who were laid off or who were demoted to avoid layoff shall be placed on a layoff list for two (2) years. Whenever a vacancy occurs in the classes from which employees were laid off, the qualifying employees on the layoff list will be notified of the vacancy, prior to announcing an open or promotional position. In such an event, the appointing authority shall consider the former employee(s) from the layoff list prior to considering other candidates. However, the appointing authority shall retain the right not to appoint said former employee(s) and may request an examination to establish a new eligibility list.

A regular employee may be reinstated within twenty-four (24) months after resignation in good standing to a vacant position in the same classification. No credit shall be received for prior service in terms of benefits accrued prior to reinstatement unless recommended by the appointing authority and approved by the Personnel Officer. A reinstated employee shall begin a new probationary period and anniversary date.

Section 4-4.0 Provisional Appointments:

In the absence of an appropriate eligibility list, transfer, or a demotion, a provisional appointment may be made by the appointing authority of an individual who meets the training and experience requirements for the position. Such an appointment may be made during the period of suspension of an employee or pending final action on proceedings to review suspension, demotion, or discharge

of an employee. Provisional appointments may also be made under other circumstances deemed for the good of the service by the Personnel Officer.

A provisional employee may be removed at any time without rights to appeal or hearing. Provisional employees shall accrue the same benefits as probationary employees.

Section 4-5-0 Residency:

No employee shall be required to relocate or establish a primary residence closer than forty-five (45) minutes travel time to the City limits.

Section 4-6.0 Equipment Loan Program:

The City will offer no-interest loans to non-probationary officers for the purpose of purchasing work related equipment. Loans can be no larger than \$500 at a time and must be repaid on a monthly basis over a period not to exceed one year through a payroll deduction. Only one loan per each officer can be outstanding at a time.

Section 4-7.0 Bi-Lingual Pay:

Based on the City and community need and the language proficiency of the employee, the Chief of Police may approve bilingual pay for Police Officer’s Association classifications. Approval will only be given where the employee’s bilingual skill is regularly used in the course of business.

Bilingual pay shall be 2.5% of base salary for speaking and/or 2.5% of base salary for writing based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.

If an employee is off work for over 30 consecutive calendar days, the employee will not receive the bilingual differential for the remainder of the leave; this will not take effect if the employee is out on LC 4850 disability leave.

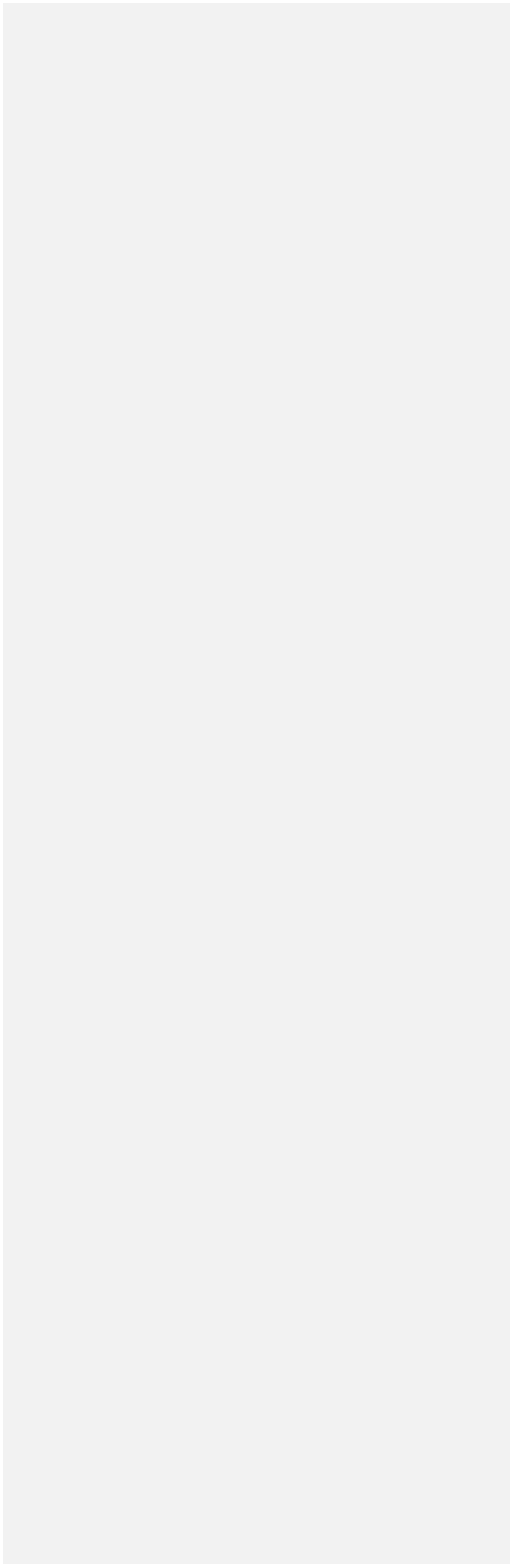
~~Bi-Lingual Pay up to 5% (2.5% for speaking and/or 2.5% for writing). Bilingual pay granted based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.~~

Article V. Closing Provisions:

Section 5-1.0 Severability:

If any article or section of this Memorandum of Understanding should be found

invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of the Memorandum of Understanding shall remain in full force for the duration of the Memorandum. In the event of invalidation of any article or section the City and Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.



Section 5-2.0 Term of Agreement:

The term of the Agreement shall be for the period commencing July 1, ~~2021-2022~~ through June 30, ~~2022-2024~~.

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The City and Association agree to commence meeting in January ~~2022-2024~~ for the purpose of negotiating a successor agreement.

The City will provide financial information prior to negotiations.

Section 5-3.0 Agreement Modification:

In the absence of an executed agreement for the period commencing July 1, ~~2022-2024~~, the provisions of the agreement shall remain in effect unless amended in accordance with the provisions of Government Code Section 3500 et seq.

Section 5-4.0 Ratification:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.

This agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

Advanced notice shall be given to the Association on any amendments to the personnel rules or administrative procedures which affect wages, hours and other terms and conditions of employment, upon request, the City shall provide the opportunity to meet with the Association regarding these matters. As provided in Section 3500 et seq. of the Government Code, in cases of emergency, when the City Council determines that amendments to the personnel rules must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendments. Amendments shall become effective upon adoption by the City Council.

Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative(s) of the Association.

Trevor Franklin, President
Clearlake Police Officers' Assoc.

Alan D. Flora
City Manager

Executed On: _____

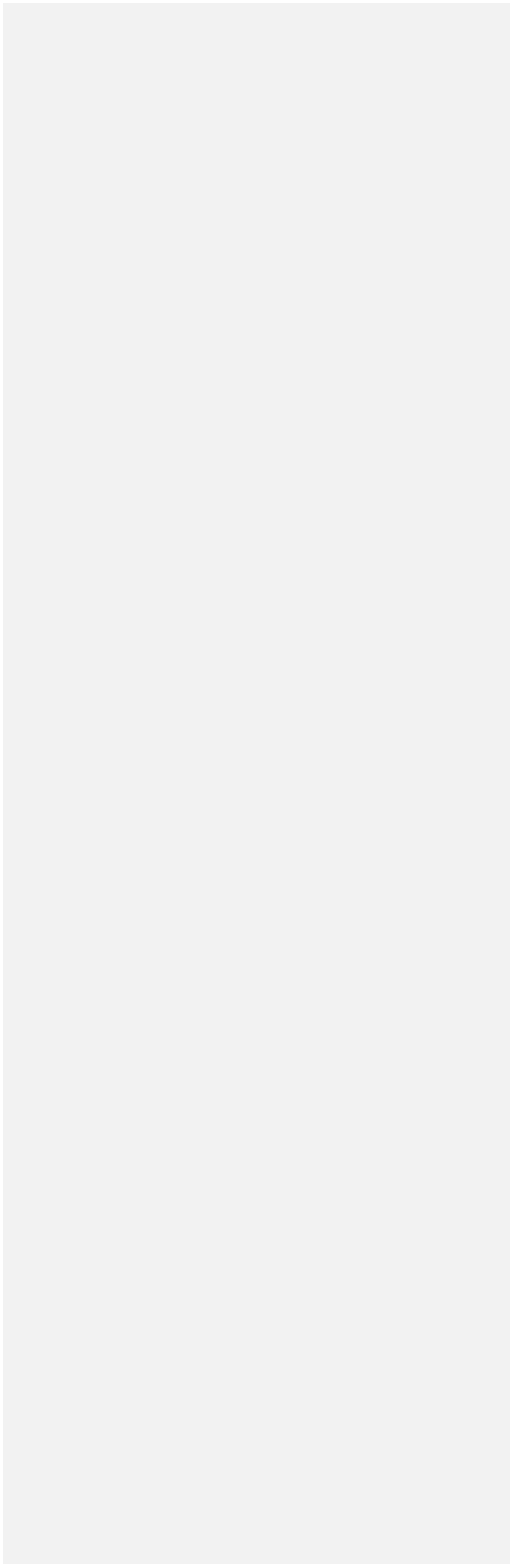
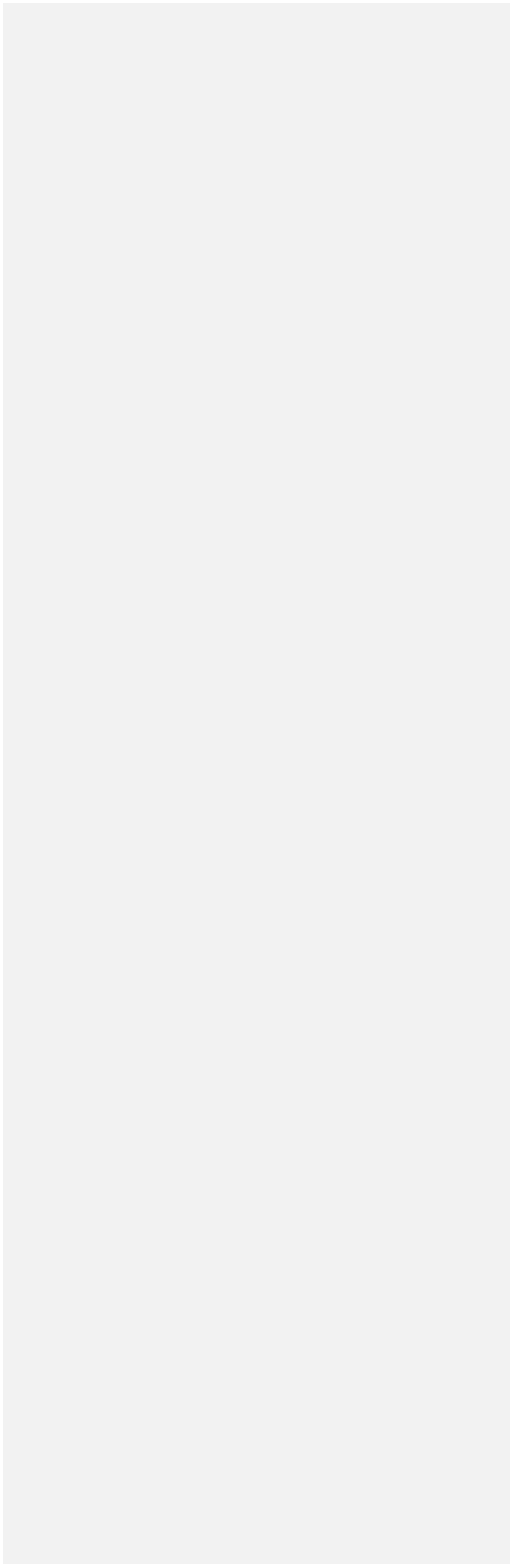


Exhibit A
Clearlake Police Officers Association
Memorandum of Understanding

Animal Control Officer
Community Service Officer
Code Enforcement Officer
Code Enforcement Officer, Senior
Dispatcher
Police Officer
Support Services (Evidence) Technician





STAFF REPORT	
SUBJECT: Lease w/Dell Financial Services for Computer Workstations for the Police Department	MEETING DATE: June 16, 2022
SUBMITTED BY: Andrew White, Police Chief	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the police department to enter into a 3-year lease with Dell Financial Services for computer workstations from Computer Logistics.

BACKGROUND/DISCUSSION:

The Police Department has computer workstations in all divisions that are due for refresh. In 2019, the department, with the approval of the City Council, transitioned to a leasing model for the acquisition of computer workstations to manage costs and ensure a regular refresh of technology. That 3 year lease recently concluded and equipment is due for a refresh.

Computer Logistics provides contract support services for the police department. They have the necessary clearances through the California Department of Justice required to work on computers in the department. They have provided a quote for replacement Dell workstations along with professional services to install and configure the workstations as well as remove the old ones. Dell Financial Services can finance the purchase in a tax-exempt lease structure.

The existing monitors acquired during the last lease are in good condition. Therefore, the proposal does not include the acquisition of monitors, which will result in some savings over the prior budgeted lease funds.

Staff recommends the City Council waive competitive bidding and approve the Chief of Police to enter into a 3-year, tax-exempt lease with Dell Financial Services for 23 computer workstations and professional services from Computer Logistics. The lease is \$10,860.37 per year, for a grand total of \$30,727.61 plus tax. Although referred to as a tax-exempt lease, California imposes a use tax. The estimate of use tax is \$2,689.

OPTIONS:

1. Authorize the Chief of Police to enter into a contract with Dell Financial Services for the lease of computer workstations by adopting Resolution No. 2022-38.
2. Provide direction to staff.

FISCAL IMPACT:

None \$30,727.61+Tax (est \$3020) / \$10,860.37 / yr + tax Budgeted Item? Yes No
 Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$
 Affected fund(s): General Fund Measure P Fund Measure V Fund Other:
 Comments: The computer lease is a budgeted line item.

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

1. Adopt Resolution 2022-38: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A LEASE WITH DELL FINANCIAL SERVICES FOR COMPUTER REPLACEMENTS FROM COMPUTER LOGISTICS

- Attachments:**
- 1) Resolution No. 2022-38
 - 2) Computer Logistics Proposal
 - 3) Dell Financial Services Lease Proposal

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A LEASE WITH DELL FINANCIAL SERVICES
FOR COMPUTER REPLACEMENTS FROM COMPUTER LOGISTICS**

WHEREAS, the computers in all divisions of the Police Department are due for replacement with the conclusion of their lease and staff has recommended procuring replacements through a leasing program; and

WHEREAS, Computer Logistics is an existing vendor authorized to work on computers in the Police Department and they have provided a quote for replacement Dell workstations and professional services; and

WHEREAS, Dell Financial Services offers a tax-exempt leasing program for municipalities to acquire technology products and services;

NOW, THEREFORE BE IT RESOLVED that the City Manager of the City of Clearlake is authorized to enter into a lease agreement through Dell Financial Services for computer replacements in the Police Department in an amount not to exceed \$10,860.37, plus applicable tax, per year for a term of 3 years; and

BE IT FURTHER RESOLVED, that the City Council of the City of Clearlake hereby waives the competitive formal bidding process pursuant to Clearlake Municipal Code Section 3-4.5.

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 16th day of June 2022, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

ATTEST: _____
City Clerk

Mayor



We have prepared a quote for you

Workstation Replacements




Quote # 001015
Version 1

Prepared for:

Clearlake Police Department

Andrew White
awhite@clearlakepd.org

Products

Description	Price	Qty	Ext. Price
Precision T3460 Precision T3430 Micro Tower (Standard) Micro Tower (Standard)  i5 - 12500 Processor 16GB RAM 256 GB SSD NVMe Class 35 Intel Integrated Graphics DVD R/W Windows 11 Professional Micro Tower 4-Year Pro-Support Warranty NBD	\$1,194.71	20	\$23,894.20
Precision T3460 Precision T3430 Micro Tower (Standard) w/ upgraded video card Micro Tower (Standard)  i5 - 12500 Processor 16GB RAM 256 GB SSD NVMe Class 35 NVIDIA T600, 4 GB GDDR6 Graphics DVD R/W Windows 11 Professional Micro Tower 4-Year Pro-Support Warranty NBD	\$1,344.47	3	\$4,033.41
ProfessionalServices Fixed Fee Project - Workstations and Monitors  Fixed Fee Project for the installation of 23 Workstations	\$2,800.00	1	\$2,800.00

Subtotal: \$30,727.61

Workstation Replacements



Prepared by:
Computer Logistics
Bob Andrews
(530) 241-3131
bandrews@compulog.com

Prepared for:
Clearlake Police Department
14050 Olympic Drive
Clearlake, CA 95422
Andrew White
(707) 994-8251
awhite@clearlakepd.org

Quote Information:
Quote #: 001015
Version: 1
Delivery Date: 05/31/2022
Expiration Date: 06/16/2022


Quote Summary

Description	Amount
Products	\$30,727.61
Total: \$30,727.61	

The prices of the products and services quoted are subject to change and availability. Market fluctuations in the technical industry change daily (sometimes hourly) and may only be confirmed when paid in full. Should there be a price change on an item you have ordered, we will call you to advise you of the change prior to shipping. Computer Logistics reserves right to cancel orders arising from pricing or other errors. Upon signing of quote, equipment purchases must be paid in full or payment arrangements can be made prior to CLC purchasing equipment. Interest Charges will be applied. Past Due Accounts will be subject to a monthly finance charge. In addition, customer shall reimburse costs and expenses incurred in collecting any amount past due. CLC accepts most major credit cards and of course checks are accepted.

Computer Logistics

Clearlake Police Department

Signature: 
Name: Bob Andrews
Title: VP of Business Development
Date: 05/31/2022

Signature: _____
Name: Andrew White
Date: _____

Dell Financial Services	Prepared For: Clearlake Police Dept	CA	Technology Payment Solution
6/3/2022	Attn: Andrew White awhite@clearlakepd.org		

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	36
Option	TELP
Tech Ownership	
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor (g)	3
Payments	
	\$8,445.17
	\$1,425.57
	\$989.63
	\$30,727.61
	\$10,860.37

Computer Logistics Quote Number	Summary Product Description	Product Price	Qty	Extended Price
001015	Precision T3430 Micro Tower (Standard)	\$1,194.71	20	\$23,894.20
	Precision T3430 Micro Tower (Standard) w/ upgraded video card	\$1,344.47	3	\$4,033.41
	Fixed Fee Project - Workstations and Monitors	\$2,800.00	1	\$2,800.00
				\$30,727.61
				\$10,860.37

*Payment is Net of Sales Tax (if applicable) >>>

Proposal Expiration Date July 3, 2022

PLEASE NOTE: Personal Property Taxes (PPT) do not apply to FMV lease(s) in DE, HI, IA, IL, KS, MN, ND, NH, NJ, NY, OH, PA, SD. In Tennessee, the lessee is billed directly by the Local County Assessor

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

- | | | |
|--|----|--|
| <p>Tax Exempt Lease Purchase (TELP):</p> <ul style="list-style-type: none"> • Exercise the option to purchase the products for \$1.00. • Return all products to lessor at the lessee's expense. | or | <p>Tax Exempt Lease Purchase (TELP):</p> <ul style="list-style-type: none"> • Exercise the option to purchase the products for \$1.00. • Return all products to lessor at the lessee's expense. |
|--|----|--|

Joe Sarabia
 Financial Sales Representative
 Dell | Financial Services
 737-270-9129
joe.sarabia@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.



CITY OF CLEARLAKE

City Council

STAFF REPORT	
SUBJECT: Ordinance Amending the Clearlake Municipal Code Relating to Traffic and Parking Regulations	MEETING DATE: June 16, 2022
SUBMITTED BY: Andrew White, Police Chief	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider introducing and holding the first reading of an ordinance amending the Traffic and Parking Regulations section of the Clearlake Municipal Code.

BACKGROUND/DISCUSSION:

The Police Department is responsible for enforcing parking regulations in the city. Internally, the primary responsibility for this enforcement is shared between the Patrol and Code Enforcement bureaus. The regulations enforced are primarily contained in the California Vehicle Code and in the Uniform Traffic/Parking Regulations section of the Clearlake Municipal Code.

Staff has conducted a review of the Uniform Traffic/Parking Regulations section and have prepared the attached ordinance that is recommended for adoption by the City Council. The ordinance has been prepared with the consideration of pedestrian and vehicular safety, reducing blight in the community and ensuring uniformity, to the extent practicable, with other municipal jurisdictions.

The following is a summary of the proposed changes:

1. Parking in Excess of 72 Hours: Requires that when a vehicle is tagged for violating this section, it must be moved at least 500 feet away from the location it was tagged. It can return to the original location 72 hours after it was moved. This prevents a violator from circumventing the intent of the regulation by moving a vehicle a short distance away each time it is tagged. Adds a requirement that prior to towing a vehicle, a notice must be placed on the vehicle notifying the owner of a potential violation of the section.
2. Parking Vehicle on Unimproved Property: Expressly prohibits the parking or storing of vehicles on unimproved parcels. This provides consistency with the intent of the Zoning Code and addresses blight caused by the use of vacant parcels for parking as opposed to their intended use.
3. No Parking Areas: Prohibits parking in areas where no-parking signs have been posted, where the city engineer has determined parking or stopping of a vehicle would constitute a hazard or where

a street has been closed to traffic. Additionally prohibits parking on streets that have been closed for cleaning, repair or construction, or the movement of oversized vehicles. Provides for storage and removal of the vehicles pursuant to the Vehicle Code.

- 4. Vehicle Repairs: Prohibits vehicle repair, dismantling, or similar activities being done on streets, including private streets open to the public and in parking lots. Provides an exception for emergency repairs necessary to move a vehicle to a more proper place. This provision is common throughout cities in California. Prohibits leaving a car on blocks, jack stands, or similar equipment on streets and parking lots. This condition poses a safety hazard and contributes to blight.
- 5. Removal of Vehicles: Implements the authority granted in the California Vehicle Code for the removal and storage of vehicles parked in violation of City ordinances, or City Council resolution, when signs are posted giving notice of the removal.

OPTIONS:

- 1. Move to introduce the ordinance and conduct the first reading.
- 2. Provide direction to staff.

FISCAL IMPACT:

None Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other: SLESF Fund

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

- 1. Introduction and first reading of Ordinance No. 263-2022: AN ORDINANCE AMENDING CHAPTER 8, SECTION 8-6 OF THE CLEARLAKE MUNICIPAL CODE RELATED TO TRAFFIC AND PARKING REGULATIONS, read by title only and set second reading and adoption for the July 7, 2022 meeting.

Attachments: 1) Ordinance

ORDINANCE NO. 263-2022

AN ORDINANCE AMENDING CHAPTER 8, SECTION 8-6 OF THE CLEARLAKE MUNICIPAL CODE RELATED TO TRAFFIC AND PARKING REGULATIONS

WHEREAS, the City Council desires to update the Uniform Traffic/Parking Regulations to address the use of city streets for the storage of vehicles, the parking of vehicles on unimproved lots, to define certain no parking areas, to prohibit the repair of vehicles on streets and in parking lots, and to define when the removal and storage of vehicles is authorized for violating parking ordinances and resolutions pursuant to the authorities granted in California Vehicle Code Section 22651; and

NOW, THEREFORE, the City Council of the City of Clearlake, State of California does ordain as follows:

SECTION 1. **FINDINGS.**

A. The above recitals are declared to be true and correct findings of the City Council of the City of Clearlake.

SECTION 2.

Chapter 8, Section 8-6, beginning with Subsection 8-6.2 is hereby amended to read as follows:

8-6.2 Definitions.

Except where the context otherwise requires, the definitions provided in this section shall govern the construction of these regulations.

- a. ALLEY shall mean any city street having a roadway not exceeding twenty-five (25') feet in width which is primarily used for access to the rear or side entrances of abutting property.
- b. STREET is a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Street shall include all or any part of the entire width of the street or public right-of-way, whether or not such entire area is actually used for street purposes. Street is synonymous with highway.
- c. TRAILER is a vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle. Trailer includes automobile trailer, trailer coach, trailer, motorhome, camping trailer, or camper shell which includes bed and/or other items associated with a living unit.
- d. UNIMPROVED PARCEL shall mean any parcel which is not lawfully improved with a commercial building or dwelling structure, including land that was once improved with a commercial building or dwelling structure but is now devoid of such building or structure. This does not include a parcel that has been lawfully established as a parking lot.
- e. VEHICLE shall mean any device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power. Vehicle includes trailer.

- f. VESSEL means a vessel as defined in Section 9840(a) of the California Vehicle Code, as the same now reads or may hereafter be amended.

8-6.3 Parking in Excess of Seventy-Two (72) Consecutive Hours Prohibited.

No vehicle shall be parked or left standing on any street or alley for more than seventy-two (72) consecutive hours. Any vehicle so parked is subject to storage and removal at the owner’s expense, pursuant to California Vehicle Code section 22651(k), when a notice of violation of this section was posted to the vehicle.

A vehicle posted with notice pursuant to this section shall be moved and not re-parked on any street, alley, or other city property within 500 feet of the location where it was posted for a period of seventy-two (72) consecutive hours from when it was moved.

8-6.4 Parking and Storing Vehicles on Unimproved Property Prohibited.

No person shall park or store any vehicle on any unimproved parcel contrary to the provisions of the Zoning Code. This shall not prohibit the temporary parking of a vehicle being actively used for maintenance or repair of the parcel, or for other lawful work conducted on the parcel.

8-6.5 No Parking Areas.

No person shall stop, park, or leave standing a vehicle in any of the following places:

- a. Within any divisional island unless authorized and clearly indicated with appropriate signs or markings.
- b. Where the city engineer determines that parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property when such area is indicated by appropriate signs or by curb markings.
- c. On any street or highway that has been closed pursuant to the authority set forth in the California Vehicle Code or pursuant to this Code and signs or barriers have been placed to effectuate the closure.
- d. On any street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, repair or construction of the street or highway or the installation of underground utilities or where the side of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic; provided, that signs giving notice of no parking are erected or placed at least twenty-four hours prior to the effective time of such no parking. The vehicle is subject to removal and storage at the owner’s expense pursuant to California Vehicle Code section 22651(l).
- e. On any street or highway where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size and the parking of such vehicle would prohibit or interfere with such movement; provided, that signs giving notice of such no parking are erected or placed at least twenty-four hours prior to the effective time of such no parking. The vehicle is subject to removal and storage at the owner’s expense pursuant to California Vehicle Code section 22651(m).

8-6.6 Repairing Vehicles on Streets and in Parking Lots.

- a. No person shall repair, dismantle, overhaul, or perform any mechanical work upon a vehicle, nor park or leave standing a vehicle for said purpose, while the vehicle is upon any street or public parking lot or, if upon a private parking lot open to the public, then without the consent of the property owner.

This does not prohibit the driver of any vehicle which is disabled while upon any street or public parking lot, to such extent that it is impossible to avoid stopping, from making or causing to be made minor repairs necessary to enable such vehicle to be moved to a proper place.

- b. No person shall park or leave standing a vehicle on blocks, jack stands, metal car ramps or similar items on any street, public parking lot or private parking lot open to the public.
- c. For purposes of this subsection, street shall include a privately maintained street held open to the public for vehicular traffic.

8-6.8 Removal of Vehicles.

Except as specified, a vehicle in violation of this section, or in violation of any parking regulation adopted by resolution of the City Council, is subject to removal and storage at the owner’s expense pursuant to California Vehicle Code section 22651(n) when signs are posted giving notice of the removal.

8-6.9 Uniform Parking Citation Processing and Procedures.

Regulations as set forth in California Vehicle Code, Division [17](#), Article [3](#), Sections 40200 through 40230, establishing Uniform Parking Citation Processing Procedures, and as may be amended from time to time by the State of California, are hereby adopted as the Uniform Parking Citation Processing and Procedures for the City of Clearlake.

SECTION 7. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 8. EXECUTION.

The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

Passed and Adopted this ___ day of __, 2022 by the following vote:

AYES:

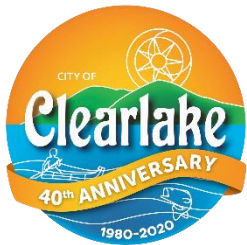
NOES:

ABSENT OR NOT VOTING:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake



STAFF REPORT	
SUBJECT: Authorization of Job Descriptions and/or Placement into Salary Schedule for Certain Administrative Positions; Resolution No. 2022-42	MEETING DATE: June 16, 2022
SUBMITTED BY: Melissa Swanson, Administrative Services Director/City Clerk	
PURPOSE OF REPORT: <input type="checkbox"/> Information only <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt the job descriptions for the Recreation and Events Coordinator, Deputy City Clerk/Human Resources Technician, and Account Clerk I/II, set the salary ranges for all positions, and authorize the positions for the 2022-23 Fiscal Year budget. Additionally, the Council is being asked to authorize the Dispatcher Aide position and set the salary range by resolution for the 2022-23 Fiscal Year budget.

BACKGROUND/DISCUSSION:

Your Council will hear a presentation during the Budget Workshop on the creation of a Recreation and Events Division of the Administrative Services Department. The authorization of this entirely new division will necessitate the creation of personnel classifications not currently within the City’s Classification Plan. Additionally, it logistically makes sense to redistribute job duties currently found in the Facilities Coordinator/Deputy City Clerk position to exclude those found within the new job description of Recreation and Events Coordinator.

The Recreation and Events Coordinator will serve as the new recreation program and event coordinator for the City. This position will assist in creating recreation programs for all ages, oversee city-owned facilities and properties, and organize City-sponsored events and assist the community with the process of using City facilities for special events. Staff is recommending this position be at Salary Range 37, \$4194.53 - \$5098.48 per month.

With the split of facilities duties from the current Facilities Coordinator/Deputy City Clerk position into the Recreation and Events Coordinator position, the Deputy City Clerk position job description needs updated to reflect those changes. The new Deputy City Clerk/Human Resources Technician position will continue to assist with Human Resources and Risk Management duties. Staff is recommending this position continue at the Facilities Coordinator/Deputy City Clerk position Range 34, \$3897.36 - \$4737.26 per month.

As part of the ongoing assessment of Finance Department procedures and functions, staff is proposing a split of the Account Clerk position into two classifications, similar to Maintenance Worker. The Account Clerk I would be an entry-level position with the transition into Account Clerk II as incumbents

gain experience. Opportunity for advancement within the department is crucial to recruitment and retention. Staff is recommending the Account Clerk I remain at the current Range 26, \$3206.36 – \$3897.35 and the Account Clerk II Range be \$3711.77 - \$4511.68.

The position of Dispatcher Aide currently exists within the City’s classifications. However, the job has not been filled for many years. This position assists the on-duty police dispatcher with calls and clerical duties, including field call logs, data entry, and filing. Staff recommends this position be filled at Range 26, \$3206.36 - \$3897.35 per month.

At this time, staff is finalizing negotiation with the appropriate bargaining unit for inclusion of these new positions and more information should be available by the Council meeting.

OPTIONS:

- 1. Move to adopt Resolution No. 2022-42
- 2. Other direction

FISCAL IMPACT:

None \$ Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: \$

Affected fund(s): General Fund Measure P Fund Measure V Fund Other:

Comments:

STRATEGIC PLAN IMPACT:

- Goal #1: Make Clearlake a Visibly Cleaner City
- Goal #2: Make Clearlake a Statistically Safer City
- Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- Goal #4: Improve the Image of Clearlake
- Goal #5: Ensure Fiscal Sustainability of City
- Goal #6: Update Policies and Procedures to Current Government Standards
- Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to adopt Resolution No. 2022-42.

- Attachments:** 1) Job Descriptions
- 2) Resolution No. 2022-42

CITY OF CLEARLAKE
DISPATCHER AIDE

DEFINITION

To aid the on duty dispatcher in performing a variety of complex duties involved in the receipt and dispatching of calls for emergency and non-emergency law enforcement and other assistance; and to perform a variety of general clerical duties in support of the Police Department. May on occasion be required to work unassisted. Position is ideal for an individual seeking training in dispatcher/clerk position.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assist in the response to service calls from the public requesting law enforcement or other emergency and non-emergency services; determine nature and location of emergency, determine priority and dispatch emergency units as necessary and in accordance with the established procedures of the Clearlake Police Department Dispatch Center.

Assist in maintaining contact with all units on assignment; maintaining status and location of law enforcement field units; maintaining daily log of all field calls and units dispatched.

Assist with teletype machine operation to enter, modify, update and retrieve data such as stolen and recovered property, driver license and vehicles registration information, and warrants on wanted persons.

Assist in the use of telecommunications systems to coordinate emergency calls and relay information and assistance requests involving other law enforcement agencies.

On an as needed basis, receive and respond to, document requests for warrants and Division of Motor Vehicles print-outs; verify, type and file warrants; document vehicle impound information.

Assist with typing, recording and filing of a wide variety of police records, reports, and materials including memos, letters, financial reports, complaints, declarations, fingerprint cards and index cards on bookings, warrants, citations, crime and traffic reports, and bad checks and forgery files.

Sort, file, copy and distribute crime reports, traffic reports, citations, petitions, and other materials to appropriate personnel.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assist department personnel and the public in person and by phone performing record checks, issuing permits and collecting fees, and mailing out requested reports to outside agencies in

accordance with established regulations, and providing general information regarding department policies, procedures and regulations.

Maintain confidentiality of any and all sensitive information accessed while performing assigned duties.

Assist in assembling, coding, recording and summarizing a variety of police record data including serious crime offenses, stolen vehicles, crime reports, booking sheets and file interrogation cards.

Assist department personnel in performing a variety of record keeping, filing, indexing and other general clerical work; maintain a variety of automated and manual logs, records and files relating to public safety activities.

Generally assist in the monitoring of building activity; doorways; prisoners in cells; and children awaiting retrieval.

Operate various equipment including multi-line telephones, multi-channel two-way radio, computer, teletype, typewriter, computer, 911 emergency, and other communications equipment.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as required.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Modern office procedures, methods and computer equipment.

Correct English usage, spelling, punctuation and grammar.

Skill to:

Operate a computer terminal, teletype and other office equipment.

Ability to:

Express demonstrated confidence to work unassisted when necessary.

Work under pressure, exercise good judgment and make sound decisions in emergency situations.

Learn policies and procedures of receiving, processing, and dispatching emergency calls.

Learn basic communications rules and regulations governing the operation of radio transmitting and receiving systems.

Learn standard radio broadcasting and dispatch procedures and rules.

Learn the geographic features and streets within the area served.

Learn principles and procedures of record keeping including the maintenance and security of police communications reports.

Learn general law enforcement codes, practices and methods.

Effectively communicate with and elicit information from upset and irate citizens.

Type accurately at a speed necessary for successful job performance.

Understand and follow oral and written instructions.

Work various shifts as assigned in a highly structured environment.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Some experience operating computers is necessary.

Demonstrated dependability on past employment as per references.

Training:

Equivalent to the completion of the twelfth grade supplemented by general clerical experience.

License or Certificate:

Possession of, or ability to obtain within specified time line, a P.O.S.T. Dispatcher Certificate.

Special Requirements:

Essential duties require the following physical abilities and work environment:

Ability to sit for long periods of time and reach; availability for shift work.

Perform multiple activities simultaneously and work with frequent interruption.

Effective Date: February 1, 1998

CITY OF CLEARLAKE
ACCOUNT CLERK I/II

DEFINITION

Under general supervision, to perform a variety of accounting and bookkeeping work involved in processing, maintaining and receiving accounting and bookkeeping records in the areas of accounts receivable, accounts payable, payroll areas; and to perform general office clerical work, difficult and responsible grant accounting support and administrative work in the preparation and processing of grant applications and maintenance of grant accounts receivable, reimbursements and other financial records and provides information to grant participants, consultants, and contractors to implement and carry out grant programs, projects and activities.

SUMMARY DESCRIPTION

Under supervision (Account Clerk I) or general supervision (Account Clerk II), performs a wide variety of responsible clerical and technical accounting work involved in performing financial record keeping and reporting duties in support of assigned accounting system, function, or program area including in the areas of billing, accounts receivable, accounts payable, payroll, business licenses, and revenue collection and cash management; provides information and assistance to the general public and City departments; maintains file and records; and performs a variety of clerical tasks relative to assigned area of responsibility.

This is a broad classification with individual positions assigned to specific functional areas, duties and assignments may overlap depending on the operational needs of the department and staffing levels.

DISTINGUISHING CHARACTERISTICS

Account Clerk I - This is the entry-level class in the Account Clerk series performing the more routine and less complex clerical accounting support and customer service assignments while learning City policies and procedures. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Account Clerk II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. This classification is flexibly staffed with Account Clerk II. Advancement to the “II” level is based on demonstrated proficiency in performing the assigned functions and is at the discretion of higher level supervisory or management staff.

Account Clerk II - This is the full journey level class within the Account Clerk series. Employees within this class are distinguished from the Account Clerk I by the performance of the full range of clerical accounting support duties as assigned including performing the full scope of clerical financial record keeping transactions,

customer service functions, and related support duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and are generally filled by advancement from the “I” level, or when filled from the outside, require prior experience. Advancement to the “II” level is based on management judgment and/or certification or testing that validates the performance of the full range of job duties. This classification will encumber grant accounting and administrative work in the preparation and processing of the grant applications and maintenance of grant applications and grant receivable, information, reimbursements and other financial records. This classification is distinguished from the Senior Account Clerk in that the latter is responsible for the more complex and difficult technical duties within the area of assignment and may provide lead direction to other Account Clerk positions.

SUPERVISION EXERCISED

Exercises no supervision

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Maintains and reconciles a variety of ledgers, reports and account records, prepares, posts, adjusts, balances, and reconciles transactions to various ledgers, registers, journals, and logs according to established accounting techniques and procedures; examines and corrects accounting transactions to ensure accuracy.

Receives, sorts, and organizes a variety of financial documents including bills, invoices, and payments; review documents received for accuracy and completeness.

Receives and reviews payroll records ensuring compliance with City policies, procedures, and regulations; reviews, verifies, processes and calculates payroll data; processes and calculates a variety of payroll actions including wage garnishments, benefits withholding, and overtime hours; perform payroll data entry including payroll changes such as new hires, retirements, and termination; assists in the distribution of payroll checks; prepare and balance payroll reports.

Prepares payroll and all related payroll reports including tax deposits, quarterly reports, and W – 2’s; balance and prepare payroll taxes for State and Federal quarterly and annual returns.

Sorts, audits, matches, and distributes invoices from vendors and service providers; confers with vendors regarding purchase orders, invoices and payments; process invoices for approval for payment; prepare payments for mailing.

Participates in the full range of accounts receivable activities; prepares and processes invoices for municipal taxes, licenses, and fees; receive revenue; prepare bank deposits.

Contacts delinquent account and non- – sufficient check customers for payment; prepares delinquent notices and letters

Coordinates scheduling and conduction of Loan Committee meetings, prepare and maintain agendas and minutes of meetings, maintain loan files, develop and maintain loan tracking system to ensure timely review, analysis and collection of grant related loans.

Prepares and maintains a variety of financial statements, records and reports including personnel records, fixed asset records, inventories, new vehicle registration, credit report applications.

Franchise Tax reports, Transient Occupancy reports. PERS reports, and State Compensation Insurance Fund reports; gathers, checks, and tabulates data used in the preparation of records and reports.

Reviews business license applications; collects revenues; issues licenses; conducts follow up on renewals.

Inputs and retrieves a variety of fiscal and statistical information using a computer terminal; verifies reports generated by the computer.

Performs a variety of general clerical duties including typing, maintaining files and records, processing mail and ordering supplies; distribute mail and supplies to appropriate departments.

Assists customers, departments, and employees by providing fiscal information, explaining procedures, and answering questions.

Maintains, monitors, and reconciles petty cash fund.

Account Clerk II – Additional Duties

Maintains records and ensures proper preparation of grant reports.

Gathers, organizes, analyzes, maintains, and presents a variety of data required for securing and administering grants.

Ensures proper development and maintenance of detailed fiscal and program records for grants; discusses grant requirements and progress with funding agencies; monitor grants to ensure and determine on-going compliance of grants; performs special projects and financial support work related to grants.

Reconciles grants monthly, review cost information, verify grant related invoices, reimbursement requests, contracts, pay estimates, payroll data, purchase orders, check requests and receiving documents; verify coding accuracy, correct project numbers,

contract numbers, appropriate authorizations, and signatures in accordance with grant and City compliance requirements.

Monitors and administers contracts and agreements; coordinates with grant participants, consultants, and contractors to carry out grant activities.

Assists in developing various grant programs and projects.

Develops and maintains grant tracking system and data to ensure compliance with deadlines for expenditure of grant funds, reporting and completion of grant activities, projects, and programs.

OTHER JOB RELATED DUTIES

Performs related duties and responsibilities as required.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Principles and procedures of financial record keeping and reporting.

Basic principles and practices of payroll administration record keeping and reporting.

Generally accepted accounting and bookkeeping principles and procedures and their application to basic accounting traditions.

Modern office methods, procedures and equipment including computer equipment.

Arithmetic principles applied to financial record keeping.

Skill to:

Operate modern office including computer equipment and ten keys.
Type and enter data at a speed necessary for successful job performance

Ability to:

Learn Federal and State payroll tax reporting requirements.

Interpret and apply bookkeeping and principles and procedures involved in maintaining the control of records and preparing financial statements.

Prepare and maintain a variety of routine financial statements, reports, records and files.

Make mathematical calculations quickly and accurately.

Understand and follow oral and written instructions.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Account Clerk I

Education/Training:

Equivalent to the completion of the twelfth grade. Additional education is highly desirable.

Experience:

Two years of increasingly responsible experience in the maintenance of financial and related statistical records.

Account Clerk II

A typical way to transition into the Account Clerk II position is two years of increasingly responsible experience in the maintenance of financial and grant related statistical records. Related experience is typically obtained in the Account Clerk I position and may be at the discretion of the Director of Finance, with approval by the Personnel Officer.

Special Requirements:

Essential duties require the following physical abilities and work environment:

Ability to work in a standard office environment.

Effective Date: , 2022

DEPUTY CITY CLERK/HR TECHNICIAN

DEFINITION

Under supervision of the Administrative Services Director/City Clerk to perform highly responsible and complex support and administrative work, including technical, confidential/sensitive and clerical duties related to human resources, risk management, department grant administration, and to assume the administrative and statutory responsibilities of the City Clerk when that person is absent.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this position.

Maintains records and ensures proper preparation of department grant reports.

Ensures proper development and maintenance of detailed fiscal and program records for assigned grants; discusses grant requirements and progress with funding agencies; monitors grants to ensure and determines on-going compliance of grants; performs special projects and financial support work related to grants.

Reconciles assigned grants monthly, reviews cost information, verifies grant related invoices, reimbursement requests, contracts, pay estimates, payroll data, purchase orders, check requests and receiving documents; verifies coding accuracy, correct project numbers, contract numbers, appropriate authorizations and signatures in accordance with grant and City compliance requirements.

Monitors and administers relevant department and grant contracts and agreements; coordinates with consultants, and contractors.

Assists in developing various grant programs and projects.

Performs a wide variety of complex, responsible, and confidential, administrative and statutory duties.

Maintains records and files regarding department administrative activities.

Assists in developing department policies and procedures in order to meet department objectives.

Assists customers at the counter, on the telephone, and via email, answering inquiries, explaining policies and procedures, and providing forms and informational materials.

Assists the City Clerk with municipal elections, including the issuance of nomination papers and serving as the filing officer for the required FPPC documents; prepares agendas, assembles meeting packets, attends meetings in the absence of the City Clerk, takes and transcribes minutes and prepares follow-up correspondence.

Assists in monitoring the employee performance evaluation process, tracking evaluation dates in the HR enterprise system and monitoring notices for step and merit increases, maintaining records and generating other appropriate paperwork as required.

Assists in coordinating training for City staff, including scheduling training, preparing and distributing announcements, and tracking training attendance.

Assists with the coordination of recruitments, which includes, posting job announcements, responding to applicant inquiries, scheduling written exams and oral board interviews, preparing oral board and other testing materials, and corresponding to applicants.

Assists in the hiring process for new employees, including: guiding new hires through new hire procedures, meeting with new hire employees to process paperwork, and ensuring the required documents are submitted.

Assists in maintaining and monitoring personnel files; file personnel transactions in the personnel files.

Assists in maintaining the City's website and the City's intranet.

Assists with classification and salary studies.

Researches and prepares a variety of risk management reports, schedules, statements, budget reports and technical data involving risk management activities.

Supports management in the processing of incoming liability and property loss claims and in the handling of in-house claims not managed by the City's joint power authority.

Provides technical and confidential support for property and liability claims processing, worker's compensation, and safety and hazards program management.

Processes the Universal Waste Service Exemption forms, including receipt from property owners, tracking exemptions, and correspondence with applicants and property owners.

OTHER JOB RELATED DUTIES

Performs related duties and responsibilities as required.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Basic principles and practices of fiscal, statistical and administrative data collection and report preparation.

Basic principles and practices of governmental operations.

Basic principles and practices of budget administration.

Research and reporting methods, techniques and procedures.

English usage, spelling and grammar and punctuation.

Modern office methods, procedures, and equipment including computer software and hardware.

Principles and procedures of record keeping.

Principles and techniques used in public relations.

Principles of report and business letter writing.

Skill to:

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Ability to:

Learn, interpret and apply laws, regulations, policies and procedures.

Analyze and compile technical and statistical information and prepare reports.

Exercise sound independent judgment within general policy guidelines often involving confidential and sensitive issues; make sound recommendations within areas of responsibility.

Understand and carry out oral and written directions.

Communicate clearly and concisely, both orally and in writing; compose general correspondence, letters, reports, ordinances and resolutions.

Handle multiple tasks and responsibilities involving the use of independent judgement and personal initiative.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Explain and problem-solve issues for the public and staff.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of college in any coursework with business administration or related field is desirable; four years of increasingly responsible secretarial and clerical experience involving frequent public contact; or other related experience involving human resources, or City Clerk department.

Training:

High school graduate or GED equivalent.

Associate’s degree in business administration, or related is preferred

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver’s license.

Certification of a California Notary Public required within six months of appointment and renewal of certification required.

Special Requirements:

Essential duties require the following physical abilities and work environment:

Ability to work in a standard office environment with ability to travel to different sites and some exposure to outdoors.

Physical Demands:

Sitting, standing, walking, some stooping and bending. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects up to 25 lbs., such as files, stacks of paper and other reference materials. Moving from place to place within the office; some reaching for items below and above desk level.

Working Conditions:

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors and noise. Many hours of reviewing files, policies and other documents. The job is primarily inside with occasional visits to other job sites, including climbing stairs. Use of a computer and other office equipment. Working alone, working around or with others. Attendance of night meetings and/or night emergency calls and travel throughout the State for trainings may be required.

Effective Date:

Resolution No. 2022-

RECREATION AND FACILITIES COORDINATOR

DEFINITION

Under direction of the Administrative Services Director to perform a variety of highly responsible, highly complex professional and administrative work in planning, coordinating, and serving as the recreation program and event coordinator for the city; including duties related to city-owned facilities and properties, performing communications activities; preparing marketing publications concerning city services, activities, programs, events and functions; serving as liaison between the city and designated public agencies, community groups and the media; recognizing, creating and implementing policies, plans, and programs to promote diversity and inclusion within the community and the organization; and performing related duties as required.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this position.

Maintains records and ensures proper preparation of recreation-related grants.

Ensures proper development and maintenance of detailed fiscal and program records for recreation-related grants; discusses grant requirements and progress with funding agencies; monitors grants to ensure and determines on-going compliance of grants; performs special projects and financial support work related to recreation and event grants.

Reconciles recreation-related grants monthly, reviews cost information, verifies grant related invoices, reimbursement requests, contracts, pay estimates, payroll data, purchase orders, check requests and receiving documents; verifies coding accuracy, correct project numbers, contract numbers, appropriate authorizations, and signatures in accordance with grant and City compliance requirements.

Monitors and administers event and recreation contracts and agreements; coordinates with event and recreation participants, consultants, and contractors to carry out recreation and event activities.

Assists in developing various recreation and event programs and projects.

Evaluates recreation programs and events as a city service and determines budget, timeline, and actionable steps for transition.

Identifies venues for inclusion; including events and gathering places; facilitates development of cultural and diverse events throughout the community.

Assists in developing department policies and procedures in order to meet department objectives.

Assists customers at the counter, on the telephone, and via email, answering inquiries, explaining policies and procedures, and providing forms and informational materials.

Assists in publicizing recreation programs, City events, and facility rentals on City social media and the City's website.

Administration of the recreation programs, including processing registration forms, accepting fees, working with instructors, scheduling facilities for use and requesting insurance coverage.

Orders supplies, materials, equipment and maintain inventory for programs and events.

Organizes and facilitates City-sponsored events and activities, including internal activities.

Assists in the negotiation and coordination of real property activities; identifies and reviews resource needs.

Manages recreation and event volunteers and related reporting; identifies and reviews volunteer resource needs.

Receives and responds to complaints and questions from the general public, staff and a variety of parties relating to real property issues, including city facilities and leases, after-hours emergencies, and reviews problems and recommends corrective actions; prepares summary reports as needed.

Performs bi-monthly site inspections on vacant City-owned parcels and prepares related reports.

Generates and tracks Facilities Maintenance Requests for maintenance at City owned buildings, prepares related reports, and assigns work as needed.

Prepares reports related to City recreation programs, facilities, and City events.

Maintains and monitors recreation program files, including confidential information and recreation program transaction files.

Researches and prepares a variety of related risk management reports, schedules, statements, budget reports and technical data involving recreation and event activities.

OTHER JOB-RELATED DUTIES

Issues and collects equipment, games, etc. as needed for events and recreation programs.

Maintain log of equipment, order supplies, materials, equipment and maintain inventory for facilities maintenance, recreation programs and events.

Loads and unloads equipment, supplies and other materials from trucks and other vehicles for City-sponsored special events, as needed.

Sets up barricades and/or tables and chairs for City-sponsored special events, as needed.

Ensures safety procedures are updated regularly and are communicated to recreation program and event participants.

Develops and coordinates recreation and event programs and activities with the approval of the Administrative Services Director and/or City Manager, as assigned.

Provides written reports as assigned.

Performs related duties and responsibilities as required.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Basic principles and practices of fiscal, statistical, and administrative data collection and report preparation.

Basic principles and practices of governmental operations.

Basic principles and practices of budget administration.

Research and reporting methods, techniques and procedures.

English usage, spelling and grammar and punctuation.

Modern office methods, procedures, and equipment including computer software and hardware.

Principles and procedures of record keeping.

Principles and techniques used in public relations.

Principles of report and business letter writing.

Skill to:

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Ability to:

Learn, interpret and apply laws, regulations, policies and procedures.

Exercise sound independent judgment within general policy guidelines often involving confidential and sensitive issues; make sound recommendations within areas of responsibility.

Understand and carry out oral and written directions.

Communicate clearly and concisely, both orally and in writing; compose general correspondence, letters, and related reports.

Handle multiple tasks and responsibilities involving the use of independent judgement and personal initiative.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Explain and problem-solve issues for the public and staff.

Organize high level events and programs.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of college in any coursework with business administration or related field is desirable; four years of increasingly responsible secretarial and clerical experience involving frequent public contact; or other related experience involving real property management, two years of coordinating public events.

Training:

High school graduate or GED equivalent.

Associate's degree in business administration, real estate, or related is preferred.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid California driver's license.

Special Requirements:

Essential duties require the following physical abilities and work environment:

Ability to attend special City events including, weekends, evenings, and holidays, as required.

Ability to attend night meetings and work extended hours, as needed, and/or required.

Non-traditional work hours may be required to accommodate the City's needs.

Ability to work in a standard office environment with ability to travel to different sites and some exposure to outdoors.

CPR for infant, child, and adult and standard first aid certificate must be obtained within first 3 months of employment.

Physical Demands:

Sitting, standing, walking, some stooping and bending. Ability to work in both an office and an outside environment in different weather conditions. Ability to work alternative work hours such as early morning events, weekends, holidays, and late-night meetings. Occasional driving is required when traveling from City facilities, training sites, private events and public events. Must have ability to use hand tools and must be capable of learning the use of other necessary equipment. Must also be able to lift 50 pounds

Working Conditions:

Special event experience and/or customer service experience is required. Candidates should be friendly and professional, ability to follow instructions and communicate with customers and have general understanding of basic cleaning equipment. Indoor environment is generally clean with limited exposure to conditions such as dust, fumes, odors and noise. May include researching recreation related grants and event planning and heavy computer use. Incumbents assigned to this classification work a flexible schedule, depending on program needs, including working evenings and weekends and shifting assignments as program needs change. Incumbents use vision to ensure rooms have been set up properly, and hearing to test sound equipment for proper functioning. Incumbents must operate a computer keyboard to access the registration and facility reservation systems; respond physically to emergencies quickly and appropriately; lift, move, set up and remove tables, sound equipment, and chairs weighing up to 50 pounds; and lift and move supplies weighing up to 50 pounds. Incumbents assigned to this classification may be required to work outdoors in varied temperatures and walk over rough, uneven, or rocky terrain.

Effective Date

Resolution No. 2022-

RESOLUTION NO. 2022-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE
APPROVING JOB DESCRIPTIONS AND SALARY LEVELS FOR THE
RECREATION AND EVENTS COORDINATOR, DEPUTY CITY
CLERK/HUMAN RESOURCES TECHNICIAN, AND ACCOUNT CLERK I/II
POSITIONS AND SALARY LEVEL FOR THE DISPATCHER AIDE POSITION**

WHEREAS, the City has a need for Recreation and Events Coordinator, Deputy City Clerk/Human Resources Technician, Account Clerk I/II and Dispatcher Aide positions; and

WHEREAS, the Council has considered job descriptions and the salary ranges for these positions at a duly noticed public meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clearlake that the job descriptions in Exhibit A attached hereto are hereby approved and the annual salary ranges are hereby set as follows:

- Dispatcher Aide: Range 26, \$38,476.34 - \$46,768.23
- Account Clerk I: Range 26, \$38,476.34 - \$46,768.23
- Account Clerk II: Range 32, \$44,541.24 - \$54,140.16
- Deputy City Clerk/Human Resources Technician: Range 34, \$46,768.30 - \$56,847.16
- Recreation and Events Coordinator: Range 37, \$50,334.36 - \$61,181.73

PASSED AND ADOPTED on June 16, 2022 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Mayor, City of Clearlake

ATTEST:

City Clerk, City of Clearlake