
CITY OF SUSANVILLE
66 N. Lassen Street • Susanville CA
Quincy McCourt, Mayor
Thomas Herrera, Mayor pro tem
Russ Brown • Mandy Schuster • Kevin Stafford

Susanville City Council
Regular Council Meeting • City Council Chambers
Wednesday, May 17, 2023 – 4:30 PM

CALL TO ORDER
ROLL CALL

1. **APPROVAL OF AGENDA:** *(Additions and/or Deletions)*
2. **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any):** *Any person may address the Council at this time upon any subject for discussion during Closed Session.*
3. **CLOSED SESSION:**
 - A. **CONFERENCE WITH LABOR NEGOTIATIONS** – *pursuant to Government Code §54957.6*
 1. *Fire Unit*
 2. *Public Works Unit*
 3. *Miscellaneous Unit*
 4. *Professional Technical Unit*
 5. *Management Unit*
 6. *SPOA*
4. **RETURN TO OPEN SESSION:** *(recess if necessary)*
 - *Reconvene in open session at 5:00pm*
 - *Pledge of allegiance*
 - *Invocation*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
 - *Proclamations, awards or presentations by the City Council*
 - ***KSUE/JDX Public Service Proclamation***
5. **BUSINESS FROM THE FLOOR:** *Any person may address the Council at this time upon any subject on the agenda or not on the agenda within the jurisdiction of the City Council. However, comments on items on the agenda may be reserved until the item is discussed and any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent meeting.*
Presentations are subject to a five-minute limit.
6. **CONSENT CALENDAR:** *All matters listed under the Consent Calendar are considered to be routine by the City Council. There will be no separate discussion on these items. Any member of the public or the City Council may request removal of an item from the Consent Calendar to be considered separately.*
 - 6.A *Consider Resolution No. 23-6122 approving and authorizing the Mayor to execute an MOU with the Operating Engineers Local Union No. 3 Public Works bargaining unit for the period of January 1, 2023 through and including June 30, 2025*
 - 6.B *Consider Resolution No. 23-6141, authorizing the Mayor to execute a Memorandum of Understanding with the Operating Engineers Local Union No. 3 Fire Fighters Bargaining Unit*

for the period of January 1, 2023 through and including June 30, 2025

- 6.C Consider Resolution No. 23-6139, authorizing Mayor to sign a Program Supplement Agreement Revision with Caltrans for the 2014 STIP Project FD
- 6.D Consider Resolution No. 23-6140, authorizing Mayor to sign a Program Supplement Agreement Revision with Caltrans for Riverside Drive Trail Project

7. **PUBLIC HEARINGS:**

8. **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

9. **NEW BUSINESS:**

- 9.A Lassen Prescribed Burn Association (PBA) Presentation
- 9.B Consider Resolution No. 23-6131, approving and accepting a donation of \$1,000 from the Walmart Charitable Foundation
- 9.C Consider Resolution No. 23-6132, authorizing the Chief of Police to execute an Operational Agreement between the Lassen County Sheriff's Office and the Susanville Police Department for Implementation of the Lassen County Prevention and Education Program's Youth Service Officer (YSO) position through the Federally Administered Byrne-JAG Grant Program for a three-year term
- 9.D CCC Closure Academic Research Presentation
- 9.E Consider the request from American Legion for funding to support their annual scholarship program.
- 9.F Discussion regarding citywide expiring telephone contracts
- 9.G Consider Resolution No. 23-6133, authorizing the City Administrator to execute a contract with Monath Construction for the abatement of nuisance conditions at 63 South Weatherlow Street and authorize the Finance Manager to modify the budget as necessary to complete abatement.
- 9.H Consider Resolution No. 23-6134, authorizing the City Administrator to execute a contract with Monath Construction for the abatement of nuisance conditions at 67 South Weatherlow Street and authorize the Finance Manager to modify the budget as necessary to complete abatement.
- 9.I Consider Resolution No. 23-6135, authorizing the Finance Manager to modify the budget as necessary to complete the abatement of nuisance conditions at 59 South Weatherlow Street and 10 Santa Paula Street.
- 9.J Consider Resolution No. 23-6136, authorizing Chief of Police to accept funds from The California Board and State Community Corrections (BSCC), Officer Wellness and Mental Health Grant Program and accepting \$15,000 in grant funding through the program established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022).
- 9.K Consider Resolution No. 23-6137, authorizing the City Administrator to sign a contract with Williams Custom Concrete to replace sidewalk at various locations along Main Street (State Route 36)

- 9.L Consider Resolution No. 23-6138, authorizing Mayor to sign Amendment No. 3 to Agreement No. 19-03 Between REY and the city of Susanville for the design phase of South East Gateway Project.

10. **SUSANVILLE COMMUNITY REDEVELOPMENT AGENCY:**

11. **SUSANVILLE MUNICIPAL ENERGY CORPORATION:**

12. **CONTINUING BUSINESS:**

12.A Proclamations

12.B City Project Priorities

13. **CITY ADMINISTRATOR'S REPORTS:**

13.A Department reports

14. **FUTURE COUNCIL ITEMS:**

14.A Future Council Items

15. **ADJOURNMENT:**

- **The next regular meeting of the Susanville City Council will be held on June 7, 2023 at 4:30PM.**

Reports and documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours and at the meeting. These reports and documents are also available at the City's website www.cityofsusanville.net, unless there were systems problems posting to the website.

Accessibility: An interpreter for the hearing-impaired may be made available upon request to the City Clerk seventy-two hours prior to a meeting. A reader for the vision-impaired for purposes of reviewing the agenda may be made available upon request to the City Clerk. The location of this meeting is wheelchair-accessible.

I, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for May 17, 2023 in the areas designated on May 12, 2023.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6122** approving and authorizing the Mayor to execute an MOU with the Operating Engineers Local Union No. 3 Public Works bargaining unit for the period of January 1, 2023 through and including June 30, 2025

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: An agreement has been reached with the Operating Engineers Local Union No. 3 Public Works bargaining unit for the period of January 1, 2023 through and including June 30, 2025. Changes from the existing agreement include the following (see attachment for full details):

1. 2.5 year term of agreement
2. COLAs:
 1. 01/01/2023-06/30/2023 5%
 2. 7/1/2023-06/30/2024 4%
 3. 7/1/2024-6/30/2025 3%
3. Reclassification of positions and reduction of one step in range to the following positions: Gas Technician III, Water Operator II, Parks/Facilities Supervisor, Streets Supervisor, Gas Supervisor, Water Operator III, Water Supervisor.
4. Modification of salary matrix - Step H removed, shift pay steps up one level.
5. Modification to incentive list and language clarification. Max number of incentives is reduces from 3 to 2.
6. Separation of Licensed Pesticide Applicator as stand-alone incentive.
7. Modification to Holiday Work hours based on approved schedule.
8. Increase group life insurance to \$50,000.
9. Standby time: Reduction in-stand by compensation. Language addition that employees are paid at their qualified rate regardless of detail assignment as officially determined by the Director of Public Works.

10. Removal of Boot Allowance.
11. Removal of Comp Bonus.

FISCAL IMPACT:

Fiscal Impact determined by the negotiated terms of the Bargaining Unit as presented in the agreed upon MOU

ACTION REQUESTED:

Motion to approve Resolution No. 23-6122 approving and authorizing the Mayor to execute an MOU with the Operating Engineers Local Union No. 3 Public Works bargaining unit for the period of January 1, 2023 through and including June 30, 2025

ATTACHMENTS:

[23-6122.pdf](#)

[2023.2025 PW MOU.FINAL.pdf](#)

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RESOLUTION NO. 23-6122
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF
UNDERSTANDING WITH THE OPERATING ENGINEERS LOCAL UNION NO. 3
PUBLIC WORKS BARGAINING UNIT FOR JANUARY 1, 2023, THROUGH AND
INCLUDING JUNE 30, 2025

WHEREAS, the City of Susanville and representatives from the Operating Engineers Local Union No. 3 Public Works Bargaining Unit have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the Bargaining Unit has ratified the respective agreement; and

WHEREAS, the agreement has been negotiated within the parameters established by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the Memorandum of Understanding with the Operating Engineers Local Union No. 3 Public Works Bargaining Unit for the period of January 1, 2023, through and including June 30, 2025, is hereby approved.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, Clerk

The foregoing Resolution No. 23-6122 was adopted at a regular meeting of the City Council for the City of Susanville held on the 17th day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR THE
CITY OF SUSANVILLE
AND
THE OPERATING ENGINEERS LOCAL UNION NO. 3
PUBLIC WORKS EMPLOYEES**

January 1, 2023 through and including June 30, 2025

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1. **INTRODUCTION**

The representatives of the City of Susanville, hereinafter called the CITY, and the representatives of the Public Works Unit, hereinafter called the UNIT, having met and conferred in good faith, have mutually agreed that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours and other terms and conditions of employment in this exclusive agreement be implemented.

The purpose of the MOU is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of California Government Code §3500.

2. **EMPLOYEE RIGHTS**

Employees of the CITY have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation. Employees of the CITY shall also have the right to represent themselves individually in their employment relations with the CITY.

3. **CITY RIGHTS**

A. The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU, to:

1. Direct employees in the performance of their duties;
2. Hire, promote, transfer, assign and discipline employees;
3. Dismiss employees because of lack of work, or in accordance with personnel rules and regulations;
4. Determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions and grades of positions or employees assigned to an organizational unit, work project shift or tour of duty, and the methods and technology of performing its work; and
5. Take whatever action may be appropriate to carry out its mission in situations of emergency.

B. In addition, the CITY specifically retains all the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems necessary, with appropriate notification to UNIT employees.

C. This section will not operate to deny any employee rights guaranteed by applicable law, including the Myers-Milias-Brown Act.

4. **NON-DISCRIMINATION**

The CITY and UNIT agree not to discriminate against any employees in accordance with applicable laws. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and *vice versa*.

5. **UNIT RECOGNITION**

A. **Acknowledgment:**

The CITY agrees to acknowledge the Operating Engineers Local Union No. 3 as the only recognized employee organization representing the non-management employees itemized in Exhibit A of this MOU.

B. **Dues and other Union-Sponsored Benefit Program Deductions:**

1. The employer shall honor an employee's check-off authorization for dues, or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.
2. Deductions for dues or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer may transmit such payment to the Union through electronic funds transfer (**EFT**). However, transfer of funds shall not be later than thirty (30) days after the deduction from the employee's earnings occurs.
3. Employee requests to authorize dues/other deduction(s), or request to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
4. The Union shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
5. The Union shall indemnify the employer for any claims made regarding such deductions.
6. Violations of this Section of the MOU are grievable.

C. **Data Pertaining to Deductions:**

Upon request from the Union. The employer shall produce to Operating Engineers' Local Union No. 3, a malleable electronic file containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction.
7. Pay Step
8. Pay Rate
9. Department
10. Division (sub code of the department)

D. Regular Receipt of Bargaining Lists:

It shall be The City of Susanville's responsibility, once notified by Operating Engineers Local Union No. 3, to provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rate of pay, hours worked and gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from preceding bi-monthly period.

E. Protect Contract, Biographical and/or Demographic information of Unit members from third-parties:

In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall immediately notify the Union of any third-party request for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request.

The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to the third party any contact, biographical, and/or demographic information about the bargaining unit employees.

The employer agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.

The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in work areas.

The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

The employer agrees to adopt further safeguards against harassment or invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.

6. **UNIT DESCRIPTION**

This UNIT shall consist of all full-time, regular or probationary employees of the CITY of Susanville Public Works UNIT listed in Exhibit A of this MOU.

7. **SALARY SCALE. MERIT STEP, CAREER DEVELOPMENT AND PAY PERIOD**

A. Pay Period:

Pay period will conform to 26 pay periods within a full year with pay day occurring every other Friday.

B. Salaries:

Effective January 1, 2023, through June 30, 2023, salaries will be modified as depicted in Exhibit C Bi-Weekly Salary Matrix, which represents an overall salary matrix increase of approximately 5%.

Effective July 1, 2023, through June 30, 2024, salaries will be modified as depicted in Exhibit D Bi-Weekly Salary Matrix, which represents an overall salary matrix increase of approximately 4%.

Effective July 1, 2024, through June 30, 2025, salaries will be modified as depicted in Exhibit E Bi-Weekly Salary Matrix, which represents an overall salary matrix increase of approximately 3%.

Effective January 1, 2023, all UNIT members receiving three (3) or more pay range increases per new Exhibit A – Position Classification, will be moved back one (1) step in their existing merit timeline. If an employee is currently at Step H that employee would go to Step G, if at Step B that employee would go to Step A. These include the following positions: Gas Technician III, Water Operator II, Parks/Facilities Maintenance Superintendent, Streets Maintenance Supervisor, Gas Utility Supervisor, Water Operator III, Water Utility Supervisor.

C. Merit Steps:

Effective July 1, 2021, when an employee has been at one Step (A-G) for twelve (12) months of service, he/she may, according to merit, progress to the next highest step (B-G). Merit increases will not be automatic and will be based upon merit as evidenced by a performance evaluation. (Meets Job Standards) Merit increases will be limited to one per fiscal year. Exceptions are granted for employees who are receiving a merit step upon completion of an introductory period, in those instances, employees remain eligible for merit increases upon six (6) months of service, pursuant to the employee manual. Merit steps start at Step A and end at Step G.

D. Incentive Pay:

Effective January 1, 2023, employees who have acquired and maintain any of the certificates, licenses, or degrees indicated in Exhibit B, will be eligible to move to the next higher pay range in the Public Works Unit pay scale up to two (2) ranges higher. Each incentive level achieved will be indicated in the employee's job title as Level I, and Level II. Any combination of up to two (2) items listed is eligible to obtain Level II and some certifications may count for two levels. An employee whose job description already requires a particular certification or license is not eligible to receive an incentive level increase for that certification or license.

Generally, the employee will use personal leave time to attend qualifying classes. However, in cases where the CITY believes it is in their best interest, the CITY may elect to allow the employee to attend while on paid CITY time.

Employees who have earned an incentive in one position to retain the incentive pay when transferring/promoting into a position where the incentive is required, for a period of twelve (12) months or until the CITY assists the employee in obtaining an additional certification that will be a significant benefit to the CITY, which qualifies as an incentive.

CITY agrees to develop a method in which additional incentive program items may be considered to be added to the list during the contract term.

E. SDI:

The CITY will pay the State Disability Insurance (SDI) for the employees of this UNIT.

8. IRS SECTION 125 PLAN, DEFERRED COMPENSATION

- A. The CITY agrees to establish an IRS Section 125 Plan for employees' use.
- B. The CITY will contribute \$25 per pay period as a contribution to an employee's Section 125 plan; or
- C. The CITY will match on a dollar-for-dollar basis contributions to a deferred compensation plan with a maximum contribution of \$25 per pay period.

9. RETIREMENT

- A. For Legacy Employees as defined by the California Public Employee's Pension Reform Act (PEPRA) of 2013, the CITY shall pay the employer's share and the employee shall pay the employee's share (currently 8%) of the existing retirement program of 3% at 60, single highest year, with California Public Employees Retirement System for Legacy Employees.
- B. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340 / PEPRA.

10. WORK SCHEDULE

- A. Work Period:
If a standard eight (8) hour/ten (10) day pay period is worked, the work period for this UNIT shall begin at midnight Saturday and end at midnight the following Friday. Employees shall normally be scheduled for two consecutive days off.
- B. Work Week:
A forty (40) hour work week shall constitute a regular work schedule for this UNIT unless the needs of the CITY require an alteration of the schedule because of emergencies, snow removal, budgetary reasons, or in order to accommodate temporary schedule adjustments.

Normally, the work week for Public Works employees shall be Monday through Friday, 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break. The needs of the CITY will be paramount when making assignments under the forty (40) hour work week.

The CITY may assign employees to a 4-10 work week with the concurrence of the affected employees.

- C. The CITY may assign employees to an alternative work week pursuant to Labor Code §500-558, incorporated herein by reference and further defined by, "The Sample Schedule for 9/80 Work Week" attached hereto as Exhibit G.

11. **HOLIDAYS**

- A. Effective January 1, 2023, the CITY agrees to recognize holidays listed in the Employee Manual as the actual scheduled hours holidays for this bargaining unit.

Example:

<u>Normal Work Schedule</u>	<u>Holiday Hours Paid</u>
8	8
9	9
10	10

- B. Full-time, regular employees required to work on any of these holidays shall be entitled to paid overtime or receive compensatory time off for such work at 1.5 times their regular salary, in addition to receiving holiday pay.

12. **UNIFORM ALLOWANCE**

The CITY will provide each UNIT employee with laundered uniform shirt and pants (five sets per week) in colors and style mutually agreed to by the UNIT and the City Administrator.

13. **OVERTIME**

- A. The assignment of overtime will be at the CITY'S sole discretion and scheduled by supervisory personnel. However, the CITY shall endeavor to select among those employees who are qualified, those individuals who wish to work overtime, and when reasonably possible, to schedule such overtime work in advance.
- B. The CITY shall have the right to require employees to work whenever necessary.
- C. The City shall grant either pay or overtime, pursuant to Section 13.A of this MOU, or compensatory time off at the rate of 1.5 times the number of overtime hours worked. It shall be the employee's option to select monetary compensation or compensating time off, except in circumstances where the City will be reimbursed for the employee's overtime only if the employee receives monetary compensation for the overtime hours worked. In these circumstances the employee will receive monetary compensation.

Effective July 1, 2021 the City agrees to increase the overtime rate to (2x) time the employee's base hourly rate of pay for any hours worked on the following holidays: Thanksgiving Day, Christmas day and New Year's Day.

- D. No employee shall accrue more than 200 hours of compensatory time off. Employees with more than 200 hours at the time of this change shall be allowed to keep those hours in this time bank until they fall below 200 hours, at which time they could not bank hours over the 200-hour limit. Employee may request a monetary compensation payment of up to 40 hours twice a year for a total of 80 hours per fiscal year to be issued by separate check. Such check(s) may only be issue within the months of December and June with a minimum increment of ten (10) hours compensatory time accrued.
- E. An employee who is called in to work one (1) hour or more following the conclusion of their work shift, or a previous call in, shall receive a minimum of two (2) hours at one and a half (1.5) times the regular rate of pay.
- F. An employee who works more than ten consecutive hours shall receive a meal allowance of \$15.00.
- G. When warranted, and in the interest of CITY operations, Department Heads, or their designee, may assign employees to "on-call" status. "On-call" duty is an assigned duty outside the normal work-week assignment during which an employee must remain where he can be contacted by telephone, or other device, and he is ready for immediate call-back to his department to perform an essential service.

Effective January 1, 2023 through and including June 30, 2023, when an employee is assigned on-call duty, they shall be compensated at the following rates:

- Utility A: 35% of employee's base hourly wage per hour for each such duty.
- Utility B: 25% of employee's base hourly wage per hour for each such duty.
- Streets: 20% of employee's base hourly wage per hour for each such duty.

Effective beginning the first full pay period after July 1, 2023, employees assigned to on-call duty will be paid at their Qualified Rate regardless of detail assignment (i.e. streets/snow, Utility B, or Utility A). The Qualified Rate must be officially determined by the Director of Public Works, in writing, and submitted to the city Finance Manager. When an employee is assigned on-call duty, they shall be compensated at the following Qualified Rates:

Qualified Rate:	Percentage:
Utility A	25%
Utility B	22.5%
Streets/Snow	20%

- H. If an employee is required to work at one or more of the following City special events (Lassen County Fair Parade, Main Cruise, Veterans' Parade, Christmas Parade or

Halloween festivities), he shall receive two times his regular salary rate for the hours worked.

- I. The CITY agrees that all hours worked in excess of forty (40) hours per week, or normal assigned shift hours (8 or 9) hours per day, including vacation time and sick leave time, or hours worked on a holiday designated in the employee manual, will be counted as hours worked, and shall be compensated for at a rate of 1.5 times the regular rate of pay.

14. HEALTH, DENTAL and VISION INSURANCE

- A. Effective July 1, 2013, the City shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU. Each unit member shall contribute \$30 per month towards the current plan premium. City will continue to research options for the best cost-effective coverage, at its discretion. The City reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the City shall pay for such benefits. If the insurance provider is changed and the cost is less than \$952 per month per employee, the City shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.
- B. Health insurance will be made available to retirees with no minimum vesting, if allowed under the current plan. A credit of 50 percent of accumulated sick leave at time of retirement, capped at \$15,000, will be paid out per month towards 50 percent of the premium. This amount is subject to CalPERS regulations.

15. GROUP LIFE INSURANCE

Effective no later than July 1, 2023 the CITY will provide \$50,000 of group life insurance for each employee at no cost to the employee.

16. HEARING TEST

The CITY shall provide, at no expense to the employee, an annual hearing test to non-office workers. Where necessary, protective hearing devices and equipment modifications will be required at CITY cost to prevent hearing loss.

17. EMPLOYEE SICK LEAVE

- A. Employees within this UNIT will accrue four hours of sick or accident leave per pay period.
- B. Benefits shall be administered according to the provisions of the Employee Manual.
- C. Under the Public Employees' Retirement System, credit for unused sick leave (Government Code '20965) shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of CalPERS.

- D. Upon retirement from the City, unused sick leave may be capitalized at 50 percent of current hourly salary. This fund may be used to pay 50 percent of monthly health insurance premiums, capped at \$15,000, subject to CalPERS regulations.

18. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the City Administrator, and/or the City Administrator's authorized representative, an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

19. JURY DUTY

While serving on jury duty, employees will still be paid by the CITY on the basis of a 40- hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

20. VACATION

- A. Employees in this UNIT shall earn vacation credit as outlined in Section 20F of this MOU as taken from the 2001 Employee Manual.
- B. In order that employees obtain the maximum benefit for themselves, each vacation should be taken in a single period, if possible. It is desirable that vacations are not split to less than one calendar week. It is recognized by the CITY that employees may want to save a few vacation days to be taken at their discretion throughout the year.
- C. Vacation schedules will be arranged to avoid the necessity of work stoppage, slowing down of work or need for additional help.
- D. The time at which the employee shall be granted a vacation is at the sole discretion of the Department Head. The employee's preference will be taken into account as far as possible. The predominant factor to be considered will be the CITY's needs.
- E. Subject to the provisions of Section 20.D above, vacation will be taken in accordance with departmental seniority regardless of classification or job assignment.
- F. VACATION LEAVE:
Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:
*Regular full-time employees

Introductory employees will accrue vacation time off from date of hire but will not be eligible to use time until they become regular full-time employees.

The amount of paid vacation time employees receives each year increases with the length of their employment and accrues per pay period as shown in the following schedule for 40 hour a week employees:

Year 1	3.07 hours per pay period; 80 hours annually
After Year 1	3.69 hours per pay period; 96 hours annually
After Year 5	4.61 hours per pay period; 120 hours annually
After year 10	5.23 hours per pay period; 136 hours annually
After year 15	6.15 hours per pay period; 160 hours annually
After year 20	7.69 hours per pay period; 200 hours annually
After year 25	9.23 hours per pay period; 240 hours annually

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of 180 calendar days must be completed. After that time, employees may request use of earned vacation time including that accrued during the waiting period. The City Administrator may grant exceptions to this policy.

Paid vacation time can be used in minimum increments of one hour. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" of 240 hours further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.

Upon termination of employment, employees will be paid for unused vacation time (but not to exceed 240 hours) that has been earned through the last day of work. Employees who are terminated prior to completion of introductory period have no vesting in accrued vacation time.

21. FAMILY ILLNESS LEAVE

Family illness leave is available per guidelines set out in the Employee Manual.

22. BEREAVEMENT LEAVE

Bereavement leave is available per guidelines set out in the Employee Manual.

23. LAYOFF POLICY

A. Purpose:

It is recognized by the UNIT that when, due to fiscal, operational or organizational reasons, it is necessary to reduce CITY employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the CITY. When it is deemed necessary to reduce CITY employment by layoff of employees, the layoff procedure shall protect the right of the CITY to retain the most qualified employees while also recognizing the relative seniority of affected employees. The following layoff policy is adopted to accomplish this purpose.

B. The order of layoff of employees within a class, or classes, subject to layoff, shall be as follows:

1. Provisional or temporary employees
2. Part-time employees
3. Probationary employees
4. Full-time regular employees

Within each of the first three categories, the order of layoff shall be at the discretion of the appointing authority. Order of layoff of regular employees shall be according to the following procedure established in this Section.

In the case of layoffs for full-time regular employees, the following factors shall be considered in the following order:

1. Knowledge, training, ability, skill, adaptability, attitude, and efficiency
2. Physical fitness required for the job
3. Seniority

C. Seniority Determination:

Seniority will be established by department and within a class. Among employees with equal seniority, the order of layoff shall be determined by the appointing authority.

D. Procedure:

Each department is considered separately when layoffs occur. Employees shall first exhaust demotion rights within a department and class in which the employee had prior regular status provided the demotee has higher seniority than an employee working in that

classification. Employees demoting to a lower classification in which they held prior regular status shall be subject to Factors 1 and 2 in Section 23.B above.

E. Re-employment:

Employees laid off, or demoted in lieu of layoff, shall have a priority right of return to their prior class. This right shall remain effective for one year from the date of demotion or separation from the service.

24. PAST PRACTICES

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation, or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

25. GRIEVANCE/DISCIPLINE PROCEDURES

The parties agree that the CITY will review its grievance and discipline procedures. The UNIT will be invited to provide recommendations during that review and will be provided draft copies of any proposed changes for the purpose of review and comment.

26. RESIDENCY POLICY

The CITY and Unit agree that the Residency Policy is applicable to all Unit Members hired after January 1, 2018, as shown in Exhibit F. Google Maps will be used as the mapping system to determine drive time for employee to their department.

27. SOLE AGREEMENT

- A. The policies that are collected in the MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.
- B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives for the CITY and the UNIT. Any such changes, validly made, shall become a part of this MOU and subject to its terms.
- C. The waiver of any breach of condition of this MOU, by either party, shall not constitute a precedent in the future enforcement of all terms and conditions herein.

28. SAVINGS CLAUSE

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy, or set of policies, shall be declared void.

However, this action shall in no way invalidate the remaining policies contained in this MOU.

Should a policy within the MOU become void as outlined above, either the CITY or the UNIT may institute the meet and confer process in regard to instituting a substitute item.

29. SPECIAL LICENSES

The CITY shall pay all costs associated with members of UNIT obtaining and maintaining special vehicle operator licenses required by the CITY. The implementation of the Class A and Class B license requirements for employees, as of July 1, 1992 of the CITY will not result in job discrimination (i.e., loss of promotional or transfer opportunities, etc. not requiring such licenses) or adverse action if the employee is physically unable to maintain the required license. In such instances, the CITY will make reasonable accommodation for the employee.

30. TERM OF THE MEMORANDUM OR UNDERSTANDING

This MOU shall remain in effect for the period of January 1, 2023 through and including June 30, 2025 or until a successor agreement is rendered, unless a specific provision provides for a different commencement and/or termination.

Dated this 17th day of May, 2023.

31. AUTHORIZED SIGNATURES

CITY OF SUSANVILLE

OPERATING ENGINEERS UNION
NO. 3, PUBLIC WORK EMPLOYEES

Quincy McCourt, Mayor

Art Frolli, Business Representative

Dan Newton, City Administrator

Joshua Anderson, UNIT Representative

ATTEST:

Heidi Whitlock, City Clerk

Rueben Downing, UNIT Representative

APPROVED AS TO FORM:

Margaret Long, City Attorney

EXHIBIT A – Position Classification

PUBLIC WORKS UNIT

SALARY RANGES

January 1, 2023, through and including June 30, 2025

<u>POSITION</u>	<u>RANGE</u>	
Maintenance Worker I	Base	123
	Level I	124
	Level II	125
Maintenance Worker II	Base	125
	Level I	126
	Level II	127
Parks Maintenance Worker II	Base	125
	Level I	126
	Level II	127
Utility Service Technician	Base	125
	Level I	126
	Level II	127
Gas Technician II	Base	132
	Level I	133
	Level II	134
Mechanic II	Base	131
	Level I	132
	Level II	133
Streets Maintenance Operator II	Base	131
	Level I	132
	Level II	133
Water System Operator II	Base	133
	Level I	134
	Level II	135
Gas Technician III	Base	138
	Level I	139
	Level II	140
Mechanic III	Base	137
	Level I	138
	Level II	139
Streets Maintenance Operator III	Base	137
	Level I	138
	Level II	139

PUBLIC WORKS UNIT
SALARY RANGES (Cont.)
January 1, 2023, through and including June 30, 2025

Water System Operator III	Base	139
	Level I	140
	Level II	141
Fleet Maintenance Supervisor	Base	143
	Level I	144
	Level II	145
Gas Utility Supervisor	Base	144
	Level I	145
	Level II	146
Parks/Facilities Maintenance Superintendent	Base	143
	Level I	144
	Level II	145
Streets Maintenance Supervisor	Base	143
	Level I	144
	Level II	145
Water Utility Supervisor	Base	145
	Level I	146
	Level II	147

EXHIBIT B – Incentive Program
Public Works Employee Incentive Program
Incentive License / Certifications / Degrees

- 1) Water Operator Distribution II
- 2) Water Operator Distribution III (eligible for one level if not combined with any other water distribution license)
- 3) Water Operator Distribution IV (eligible for two levels if not combined with any other water distribution license)
- 4) Water Operator Distribution V (eligible for three levels)
- 5) Water Operator Treatment II
- 6) Water Operator Treatment III (eligible for one level if not combined with any other water treatment license)
- 7) Water Operator Treatment IV (eligible for two levels if not combined with any other water treatment license)
- 8) Water Operator Treatment V (eligible for three levels)
- 9) Gas Technology Institute - Distribution and PE Pipe
- 10) Gas Technology Institute - Transmission
- 11) Caterpillar (or equivalent) - Backhoe Loader Operator III, Motor Grader Operator III, and Caterpillar Grader Operator III
- 12) DMV testing Program Coordinator
- 13) Certified Electronics Technician
- 14) Certified Playground Equipment Inspector, Certified Irrigation Technician
- 15) Licensed Pesticide Applicator
- 16) Associate degree from accredited college
- 17) Baccalaureate Degree from accredited college (eligible for two level increase if not combined with associate degree incentive).
- 18) Professional Landscape Architect (eligible for three levels)
- 19) Engineer in Training or Land Surveyor in Training
- 20) Professional Engineer (eligible for three levels)
- 21) NACE Coating Inspector
- 22) NACE Cathodic Protection
- 23) NACE Pipeline
- 24) CDL Hazmat endorsement

EXHIBIT C							
CITY OF SUSANVILLE BI-WEEKLY GLOBAL RANGE AND STEP MATRIX							
JANUARY 1, 2023 THROUGH AND INCLUDING JUNE 30, 2023 PUBLIC WORKS MOU							
BI-WEEKLY - 26 PAY PERIODS PER YEAR							
	A	B	C	D	E	F	G
101	756.25	794.06	833.77	875.46	919.23	965.19	1013.45
102	775.16	813.92	854.61	897.34	942.21	989.32	1038.79
103	794.54	834.26	875.98	919.78	965.77	1014.05	1064.76
104	814.4	855.12	897.88	942.77	989.91	1039.4	1091.38
105	834.76	876.5	920.32	966.34	1014.66	1065.39	1118.66
106	855.63	898.41	943.33	990.5	1040.02	1092.02	1146.63
107	877.02	920.87	966.92	1015.26	1066.02	1119.33	1175.29
108	898.95	943.89	991.09	1040.64	1092.67	1147.31	1204.67
109	921.42	967.49	1015.87	1066.66	1119.99	1175.99	1234.79
110	944.46	991.68	1041.26	1093.33	1147.99	1205.39	1265.66
111	968.07	1016.47	1067.29	1120.66	1176.69	1235.53	1297.3
112	992.27	1041.88	1093.98	1148.67	1206.11	1266.41	1329.73
113	1017.08	1067.93	1121.33	1177.39	1236.26	1298.07	1362.98
114	1042.5	1094.63	1149.36	1206.83	1267.17	1330.53	1397.05
115	1068.56	1121.99	1178.09	1237	1298.85	1363.79	1431.98
116	1095.28	1150.04	1207.54	1267.92	1331.32	1397.88	1467.78
117	1122.66	1178.79	1237.73	1299.62	1364.6	1432.83	1504.47
118	1150.73	1208.26	1268.68	1332.11	1398.72	1468.65	1542.08
119	1179.5	1238.47	1300.39	1365.41	1433.68	1505.37	1580.64
120	1208.98	1269.43	1332.9	1399.55	1469.53	1543	1620.15
121	1239.21	1301.17	1366.23	1434.54	1506.26	1581.58	1660.66
122	1270.19	1333.7	1400.38	1470.4	1543.92	1621.12	1702.17
123	1301.94	1367.04	1435.39	1507.16	1582.52	1661.64	1744.73
124	1334.49	1401.22	1471.28	1544.84	1622.08	1703.19	1788.35
125	1367.85	1436.25	1508.06	1583.46	1662.63	1745.77	1833.05
126	1402.05	1472.15	1545.76	1623.05	1704.2	1789.41	1878.88
127	1437.1	1508.96	1584.4	1663.62	1746.8	1834.15	1925.85
128	1473.03	1546.68	1624.01	1705.21	1790.48	1880	1974
129	1509.85	1585.35	1664.61	1747.84	1835.24	1927	2023.35
130	1547.6	1624.98	1706.23	1791.54	1881.12	1975.17	2073.93
131	1586.29	1665.6	1748.89	1836.33	1928.15	2024.55	2125.78
132	1625.95	1707.24	1792.61	1882.24	1976.35	2075.17	2178.93
133	1666.6	1749.93	1837.42	1929.29	2025.76	2127.05	2233.4
134	1708.26	1793.67	1883.36	1977.53	2076.4	2180.22	2289.23
135	1750.97	1838.52	1930.44	2026.96	2128.31	2234.73	2346.46
136	1794.74	1884.48	1978.7	2077.64	2181.52	2290.6	2405.13
137	1839.61	1931.59	2028.17	2129.58	2236.06	2347.86	2465.25
138	1885.6	1979.88	2078.87	2182.82	2291.96	2406.56	2526.89
139	1932.74	2029.38	2130.85	2237.39	2349.26	2466.72	2590.06
140	1981.06	2080.11	2184.12	2293.32	2407.99	2528.39	2654.81
141	2030.59	2132.11	2238.72	2350.66	2468.19	2591.6	2721.18
142	2081.35	2185.42	2294.69	2409.42	2529.89	2656.39	2789.21
143	2133.38	2240.05	2352.06	2469.66	2593.14	2722.8	2858.94
144	2186.72	2296.05	2410.86	2531.4	2657.97	2790.87	2930.41
145	2241.39	2353.46	2471.13	2594.69	2724.42	2860.64	3003.67
146	2297.42	2412.29	2532.91	2659.55	2792.53	2932.16	3078.76
147	2354.86	2472.6	2596.23	2726.04	2862.34	3005.46	3155.73
148	2413.73	2534.41	2661.14	2794.19	2933.9	3080.6	3234.63
149	2474.07	2597.78	2727.66	2864.05	3007.25	3157.61	3315.49
150	2535.92	2662.72	2795.86	2935.65	3082.43	3236.55	3398.38
151	2599.32	2729.29	2865.75	3009.04	3159.49	3317.47	3483.34
152	2664.3	2797.52	2937.4	3084.27	3238.48	3400.4	3570.42
153	2730.91	2867.46	3010.83	3161.37	3319.44	3485.41	3659.68
154	2799.18	2939.14	3086.1	3240.41	3402.43	3572.55	3751.18
155	2869.16	3012.62	3163.25	3321.42	3487.49	3661.86	3844.95
156	2940.89	3087.94	3242.34	3404.45	3574.67	3753.41	3941.08
157	3014.42	3165.14	3323.39	3489.56	3664.04	3847.24	4039.61
158	3089.78	3244.27	3406.48	3576.8	3755.64	3943.42	4140.6
159	3167.02	3325.37	3491.64	3666.22	3849.53	4042.01	4244.11
160	3246.2	3408.51	3578.93	3757.88	3945.77	4143.06	4350.21
161	3327.35	3493.72	3668.4	3851.82	4044.42	4246.64	4458.97
162	3410.53	3581.06	3760.11	3948.12	4145.53	4352.8	4570.44
163	3495.8	3670.59	3854.12	4046.82	4249.16	4461.62	4684.7
164	3583.19	3762.35	3950.47	4147.99	4355.39	4573.16	4801.82
165	3672.77	3856.41	4049.23	4251.69	4464.28	4687.49	4921.87
166	3764.59	3952.82	4150.46	4357.99	4575.89	4804.68	5044.91
167	3858.71	4051.64	4254.22	4466.94	4690.28	4924.8	5171.04
168	3955.17	4152.93	4360.58	4578.61	4807.54	5047.92	5300.31
169	4054.05	4256.76	4469.59	4693.07	4927.73	5174.11	5432.82
170	4155.41	4363.18	4581.33	4810.4	5050.92	5303.47	5568.64
171	4259.29	4472.26	4695.87	4930.66	5177.19	5436.05	5707.86
172	4365.77	4584.06	4813.26	5053.93	5306.62	5571.96	5850.55
173	4474.92	4698.66	4933.6	5180.28	5439.29	5711.25	5996.82
174	4586.79	4816.13	5056.94	5309.78	5575.27	5854.04	6146.74
175	4701.46	4936.53	5183.36	5442.53	5714.65	6000.39	6300.41
176	4819	5059.95	5312.94	5578.59	5857.52	6150.4	6457.92
177	4939.47	5186.45	5445.77	5718.06	6003.96	6304.16	6619.36
178	5062.96	5316.11	5581.91	5861.01	6154.06	6461.76	6784.85
179	5189.53	5449.01	5721.46	6007.53	6307.91	6623.3	6954.47
180	5319.27	5585.23	5864.5	6157.72	6465.61	6788.89	7128.33
181	5452.25	5724.86	6011.11	6311.66	6627.25	6958.61	7306.54
182	5588.56	5867.99	6161.39	6469.46	6792.93	7132.57	7489.2
183	5728.27	6014.69	6315.42	6631.19	6962.75	7310.89	7676.43
184	5871.48	6165.05	6473.31	6796.97	7136.82	7493.66	7868.34
185	6018.27	6319.18	6635.14	6966.9	7315.24	7681	8065.05
186	6168.72	6477.16	6801.02	7141.07	7498.12	7873.03	8266.68
187	6322.94	6639.09	6971.04	7319.59	7685.57	8069.85	8473.35
188	6481.01	6805.07	7145.32	7502.58	7877.71	8271.6	8685.18
189	6643.04	6975.19	7323.95	7690.15	8074.66	8478.39	8902.31
190	6809.12	7149.57	7507.05	7882.4	8276.52	8690.35	9124.87
191	6979.34	7328.31	7694.73	8079.46	8483.44	8907.61	9352.99
192	7153.83	7511.52	7887.09	8281.45	8695.52	9130.3	9586.81
193	7332.67	7699.31	8084.27	8488.49	8912.91	9358.56	9826.48
194	7515.99	7891.79	8286.38	8700.7	9135.73	9592.52	10072.15
195	7703.89	8089.08	8493.54	8918.22	9364.13	9832.33	10323.95
196	7896.49	8291.31	8705.88	9141.17	9598.23	10078.14	10582.05
197	8093.9	8498.59	8923.52	9369.7	9838.18	10330.09	10846.6
198	8296.25	8711.06	9146.61	9603.94	10084.14	10588.35	11117.76
199	8503.65	8928.84	9375.28	9844.04	10336.24	10853.06	11395.71

EXHIBIT D							
CITY OF SUSANVILLE BI-WEEKLY GLOBAL RANGE AND STEP MATRIX							
2023-2024 PUBLIC WORKS MOU							
BI-WEEKLY - 26 PAY PERIODS PER YEAR							
	A	B	C	D	E	F	G
101	786.50	825.83	867.12	910.47	956.00	1003.80	1053.99
102	806.16	846.47	888.80	933.24	979.90	1028.89	1080.34
103	826.32	867.64	911.02	956.57	1004.40	1054.62	1107.35
104	846.98	889.33	933.79	980.48	1029.51	1080.98	1135.03
105	868.15	911.56	957.14	1004.99	1055.24	1108.01	1163.41
106	889.86	934.35	981.07	1030.12	1081.62	1135.71	1192.49
107	912.10	957.71	1005.59	1055.87	1108.67	1164.10	1222.30
108	934.90	981.65	1030.73	1082.27	1136.38	1193.20	1252.86
109	958.28	1006.19	1056.50	1109.33	1164.79	1223.03	1284.18
110	982.23	1031.35	1082.91	1137.06	1193.91	1253.61	1316.29
111	1006.79	1057.13	1109.99	1165.48	1223.76	1284.95	1349.19
112	1031.96	1083.56	1137.74	1194.62	1254.35	1317.07	1382.92
113	1057.76	1110.65	1166.18	1224.49	1285.71	1350.00	1417.50
114	1084.20	1138.41	1195.33	1255.10	1317.85	1383.75	1452.93
115	1111.31	1166.87	1225.22	1286.48	1350.80	1418.34	1489.26
116	1139.09	1196.04	1255.85	1318.64	1384.57	1453.80	1526.49
117	1167.57	1225.95	1287.24	1351.61	1419.19	1490.14	1564.65
118	1196.76	1256.59	1319.42	1385.40	1454.66	1527.40	1603.77
119	1226.68	1288.01	1352.41	1420.03	1491.03	1565.58	1643.86
120	1257.34	1320.21	1386.22	1455.53	1528.31	1604.72	1684.96
121	1288.78	1353.21	1420.88	1491.92	1566.51	1644.84	1727.08
122	1321.00	1387.04	1456.40	1529.22	1605.68	1685.96	1770.26
123	1354.02	1421.72	1492.81	1567.45	1645.82	1728.11	1814.52
124	1387.87	1457.26	1530.13	1606.63	1686.97	1771.31	1859.88
125	1422.57	1493.70	1568.38	1646.80	1729.14	1815.60	1906.38
126	1458.13	1531.04	1607.59	1687.97	1772.37	1860.99	1954.04
127	1494.58	1569.31	1647.78	1730.17	1816.68	1907.51	2002.89
128	1531.95	1608.55	1688.97	1773.42	1862.09	1955.20	2052.96
129	1570.25	1648.76	1731.20	1817.76	1908.65	2004.08	2104.28
130	1609.50	1689.98	1774.48	1863.20	1956.36	2054.18	2156.89
131	1649.74	1732.23	1818.84	1909.78	2005.27	2105.54	2210.81
132	1690.99	1775.53	1864.31	1957.53	2055.40	2158.17	2266.08
133	1733.26	1819.92	1910.92	2006.47	2106.79	2212.13	2322.73
134	1776.59	1865.42	1958.69	2056.63	2159.46	2267.43	2380.80
135	1821.01	1912.06	2007.66	2108.04	2213.44	2324.12	2440.32
136	1866.53	1959.86	2057.85	2160.74	2268.78	2382.22	2501.33
137	1913.19	2008.85	2109.30	2214.76	2325.50	2441.78	2563.86
138	1961.02	2059.08	2162.03	2270.13	2383.64	2502.82	2627.96
139	2010.05	2110.55	2216.08	2326.88	2443.23	2565.39	2693.66
140	2060.30	2163.32	2271.48	2385.06	2504.31	2629.52	2761.00
141	2111.81	2217.40	2328.27	2444.68	2566.92	2695.26	2830.03
142	2164.60	2272.83	2386.48	2505.80	2631.09	2762.64	2900.78
143	2218.72	2329.66	2446.14	2568.45	2696.87	2831.71	2973.30
144	2274.19	2387.90	2507.29	2632.66	2764.29	2902.50	3047.63
145	2331.04	2447.59	2569.97	2698.47	2833.40	2975.07	3123.82
146	2389.32	2508.78	2634.22	2765.93	2904.23	3049.44	3201.91
147	2449.05	2571.50	2700.08	2835.08	2976.84	3125.68	3281.96
148	2510.28	2635.79	2767.58	2905.96	3051.26	3203.82	3364.01
149	2573.03	2701.69	2836.77	2978.61	3127.54	3283.92	3448.11
150	2637.36	2769.23	2907.69	3053.07	3205.73	3366.01	3534.31
151	2703.29	2838.46	2980.38	3129.40	3285.87	3450.16	3622.67
152	2770.88	2909.42	3054.89	3207.64	3368.02	3536.42	3713.24
153	2840.15	2982.16	3131.26	3287.83	3452.22	3624.83	3806.07
154	2911.15	3056.71	3209.55	3370.02	3538.52	3715.45	3901.22
155	2983.93	3133.13	3289.78	3454.27	3626.99	3808.34	3998.75
156	3058.53	3211.46	3372.03	3540.63	3717.66	3903.54	4098.72
157	3134.99	3291.74	3456.33	3629.15	3810.60	4001.13	4201.19
158	3213.37	3374.04	3542.74	3719.87	3905.87	4101.16	4306.22
159	3293.70	3458.39	3631.31	3812.87	4003.51	4203.69	4413.88
160	3376.04	3544.85	3722.09	3908.19	4103.60	4308.78	4524.22
161	3460.45	3633.47	3815.14	4005.90	4206.19	4416.50	4637.33
162	3546.96	3724.30	3910.52	4106.05	4311.35	4526.91	4753.26
163	3635.63	3817.41	4008.28	4208.70	4419.13	4640.09	4872.09
164	3726.52	3912.85	4108.49	4313.91	4529.61	4756.09	4993.89
165	3819.68	4010.67	4211.20	4421.76	4642.85	4874.99	5118.74
166	3915.18	4110.93	4316.48	4532.31	4758.92	4996.87	5246.71
167	4013.06	4213.71	4424.39	4645.61	4877.89	5121.79	5377.88
168	4113.38	4319.05	4535.00	4761.75	4999.84	5249.83	5512.33
169	4216.22	4427.03	4648.38	4880.80	5124.84	5381.08	5650.13
170	4321.62	4537.70	4764.59	5002.82	5252.96	5515.61	5791.39
171	4429.66	4651.15	4883.70	5127.89	5384.28	5653.50	5936.17
172	4540.40	4767.42	5005.80	5256.09	5518.89	5794.83	6084.58
173	4653.91	4886.61	5130.94	5387.49	5656.86	5939.70	6236.69
174	4770.26	5008.77	5259.21	5522.17	5798.28	6088.20	6392.61
175	4889.52	5133.99	5390.69	5660.23	5943.24	6240.40	6552.42
176	5011.76	5262.34	5525.46	5801.73	6091.82	6396.41	6716.23
177	5137.05	5393.90	5663.60	5946.78	6244.12	6556.32	6884.14
178	5265.48	5528.75	5805.19	6095.45	6400.22	6720.23	7056.24
179	5397.11	5666.97	5950.32	6247.83	6560.23	6888.24	7232.65
180	5532.04	5808.64	6099.08	6404.03	6724.23	7060.44	7413.46
181	5670.34	5953.86	6251.55	6564.13	6892.34	7236.95	7598.80
182	5812.10	6102.71	6407.84	6728.23	7064.64	7417.88	7788.77
183	5957.40	6255.27	6568.04	6896.44	7241.26	7603.32	7983.49
184	6106.34	6411.66	6732.24	7068.85	7422.29	7793.41	8183.08
185	6259.00	6571.95	6900.54	7245.57	7607.85	7988.24	8387.65
186	6415.47	6736.25	7073.06	7426.71	7798.05	8187.95	8597.35
187	6575.86	6904.65	7249.88	7612.38	7993.00	8392.65	8812.28
188	6740.26	7077.27	7431.13	7802.69	8192.82	8602.46	9032.59
189	6908.76	7254.20	7616.91	7997.76	8397.64	8817.52	9258.40
190	7081.48	7435.55	7807.33	8197.70	8607.58	9037.96	9489.86
191	7258.52	7621.44	8002.52	8402.64	8822.77	9263.91	9727.11
192	7439.98	7811.98	8202.58	8612.71	9043.34	9495.51	9970.29
193	7625.98	8007.28	8407.64	8828.03	9269.43	9732.90	10219.54
194	7816.63	8207.46	8617.83	9048.73	9501.16	9976.22	10475.03
195	8012.05	8412.65	8833.28	9274.94	9738.69	10225.63	10736.91
196	8212.35	8622.96	9054.11	9506.82	9982.16	10481.27	11005.33
197	8417.66	8838.54	9280.46	9744.49	10231.71	10743.30	11280.46
198	8628.10	9059.50	9512.48	9988.10	10487.51	11011.88	11562.47
199	8843.80	9285.99	9750.29	10237.80	10749.69	11287.18	11851.54

EXHIBIT E							
CITY OF SUSANVILLE BI-WEEKLY GLOBAL RANGE AND STEP MATRIX							
2024-2025 PUBLIC WORKS MOU							
BI-WEEKLY - 26 PAY PERIODS PER YEAR							
	A	B	C	D	E	F	G
101	810.10	850.60	893.13	937.79	984.68	1033.91	1085.61
102	830.35	871.87	915.46	961.23	1009.30	1059.76	1112.75
103	851.11	893.66	938.35	985.26	1034.53	1086.25	1140.57
104	872.39	916.01	961.81	1009.90	1060.39	1113.41	1169.08
105	894.20	938.91	985.85	1035.14	1086.90	1141.25	1198.31
106	916.55	962.38	1010.50	1061.02	1114.07	1169.78	1228.27
107	939.46	986.44	1035.76	1087.55	1141.93	1199.02	1258.97
108	962.95	1011.10	1061.65	1114.74	1170.47	1229.00	1290.45
109	987.03	1036.38	1088.20	1142.60	1199.74	1259.72	1322.71
110	1011.70	1062.29	1115.40	1171.17	1229.73	1291.21	1355.78
111	1036.99	1088.84	1143.29	1200.45	1260.47	1323.50	1389.67
112	1062.92	1116.06	1171.87	1230.46	1291.98	1356.58	1424.41
113	1089.49	1143.97	1201.16	1261.22	1324.28	1390.50	1460.02
114	1116.73	1172.56	1231.19	1292.75	1357.39	1425.26	1496.52
115	1144.65	1201.88	1261.97	1325.07	1391.32	1460.89	1533.94
116	1173.26	1231.93	1293.52	1358.20	1426.11	1497.41	1572.28
117	1202.59	1262.72	1325.86	1392.15	1461.76	1534.85	1611.59
118	1232.66	1294.29	1359.01	1426.96	1498.30	1573.22	1651.88
119	1263.48	1326.65	1392.98	1462.63	1535.76	1612.55	1693.18
120	1295.06	1359.82	1427.81	1499.20	1574.16	1652.86	1735.51
121	1327.44	1393.81	1463.50	1536.68	1613.51	1694.19	1778.90
122	1360.63	1428.66	1500.09	1575.09	1653.85	1736.54	1823.37
123	1394.64	1464.37	1537.59	1614.47	1695.19	1779.95	1868.95
124	1429.51	1500.98	1576.03	1654.83	1737.57	1824.45	1915.68
125	1465.24	1538.51	1615.43	1696.20	1781.01	1870.06	1963.57
126	1501.88	1576.97	1655.82	1738.61	1825.54	1916.82	2012.66
127	1539.42	1616.39	1697.21	1782.07	1871.18	1964.74	2062.97
128	1577.91	1656.80	1739.64	1826.63	1917.96	2013.85	2114.55
129	1617.36	1698.22	1783.13	1872.29	1965.91	2064.20	2167.41
130	1657.79	1740.68	1827.71	1919.10	2015.05	2115.81	2221.60
131	1699.23	1784.20	1873.41	1967.08	2065.43	2168.70	2277.14
132	1741.72	1828.80	1920.24	2016.25	2117.07	2222.92	2334.06
133	1785.26	1874.52	1968.25	2066.66	2169.99	2278.49	2392.42
134	1829.89	1921.38	2017.45	2118.33	2224.24	2335.45	2452.23
135	1875.64	1969.42	2067.89	2171.28	2279.85	2393.84	2513.53
136	1922.53	2018.65	2119.59	2225.57	2336.84	2453.69	2576.37
137	1970.59	2069.12	2172.58	2281.21	2395.27	2515.03	2640.78
138	2019.86	2120.85	2226.89	2338.24	2455.15	2577.90	2706.80
139	2070.35	2173.87	2282.56	2396.69	2516.53	2642.35	2774.47
140	2122.11	2228.22	2339.63	2456.61	2579.44	2708.41	2843.83
141	2175.16	2283.92	2398.12	2518.02	2643.92	2776.12	2914.93
142	2229.54	2341.02	2458.07	2580.97	2710.02	2845.52	2987.80
143	2285.28	2399.55	2519.52	2645.50	2777.77	2916.66	3062.50
144	2342.41	2459.53	2582.51	2711.64	2847.22	2989.58	3139.06
145	2400.97	2521.02	2647.07	2779.43	2918.40	3064.32	3217.53
146	2461.00	2584.05	2713.25	2848.91	2991.36	3140.93	3297.97
147	2522.52	2648.65	2781.08	2920.14	3066.14	3219.45	3380.42
148	2585.59	2714.87	2850.61	2993.14	3142.80	3299.94	3464.93
149	2650.23	2782.74	2921.87	3067.97	3221.37	3382.43	3551.56
150	2716.48	2852.31	2994.92	3144.67	3301.90	3466.99	3640.34
151	2784.39	2923.61	3069.79	3223.28	3384.45	3553.67	3731.35
152	2854.00	2996.70	3146.54	3303.87	3469.06	3642.51	3824.64
153	2925.35	3071.62	3225.20	3386.46	3555.78	3733.57	3920.25
154	2998.49	3148.41	3305.83	3471.12	3644.68	3826.91	4018.26
155	3073.45	3227.12	3388.48	3557.90	3735.80	3922.59	4118.72
156	3150.29	3307.80	3473.19	3646.85	3829.19	4020.65	4221.68
157	3229.04	3390.49	3560.02	3738.02	3924.92	4121.17	4327.23
158	3309.77	3475.26	3649.02	3831.47	4023.04	4224.20	4435.41
159	3392.51	3562.14	3740.25	3927.26	4123.62	4329.80	4546.29
160	3477.33	3651.19	3833.75	4025.44	4226.71	4438.05	4659.95
161	3564.26	3742.47	3929.60	4126.07	4332.38	4549.00	4776.45
162	3653.36	3836.03	4027.83	4229.23	4440.69	4662.72	4895.86
163	3744.70	3931.93	4128.53	4334.96	4551.71	4779.29	5018.25
164	3838.32	4030.23	4231.74	4443.33	4665.50	4898.77	5143.71
165	3934.27	4130.99	4337.54	4554.41	4782.14	5021.24	5272.30
166	4032.63	4234.26	4445.98	4668.27	4901.69	5146.77	5404.11
167	4133.45	4340.12	4557.13	4784.98	5024.23	5275.44	5539.21
168	4236.78	4448.62	4671.05	4904.61	5149.84	5407.33	5677.69
169	4342.70	4559.84	4787.83	5027.22	5278.58	5542.51	5819.64
170	4451.27	4673.83	4907.53	5152.90	5410.55	5681.07	5965.13
171	4562.55	4790.68	5030.21	5281.72	5545.81	5823.10	6114.26
172	4676.62	4910.45	5155.97	5413.77	5684.46	5968.68	6267.11
173	4793.53	5033.21	5284.87	5549.11	5826.57	6117.90	6423.79
174	4913.37	5159.04	5416.99	5687.84	5972.23	6270.84	6584.39
175	5036.20	5288.01	5552.41	5830.04	6121.54	6427.61	6749.00
176	5162.11	5420.21	5691.23	5975.79	6274.58	6588.30	6917.72
177	5291.16	5555.72	5833.51	6125.18	6431.44	6753.01	7090.66
178	5423.44	5694.61	5979.34	6278.31	6592.23	6921.84	7267.93
179	5559.03	5836.98	6128.83	6435.27	6757.03	7094.88	7449.63
180	5698.00	5982.90	6282.05	6596.15	6925.96	7272.26	7635.87
181	5840.45	6132.48	6439.10	6761.05	7099.11	7454.06	7826.77
182	5986.46	6285.79	6600.08	6930.08	7276.58	7640.41	8022.43
183	6136.13	6442.93	6765.08	7103.33	7458.50	7831.42	8223.00
184	6289.53	6604.01	6934.21	7280.92	7644.96	8027.21	8428.57
185	6446.77	6769.11	7107.56	7462.94	7836.09	8227.89	8639.28
186	6607.94	6938.33	7285.25	7649.51	8031.99	8433.59	8855.27
187	6773.13	7111.79	7467.38	7840.75	8232.79	8644.43	9076.65
188	6942.46	7289.59	7654.07	8036.77	8438.61	8860.54	9303.56
189	7116.02	7471.83	7845.42	8237.69	8649.57	9082.05	9536.15
190	7293.93	7658.62	8041.55	8443.63	8865.81	9309.10	9774.56
191	7476.27	7850.09	8242.59	8654.72	9087.46	9541.83	10018.92
192	7663.18	8046.34	8448.66	8871.09	9314.64	9780.38	10269.39
193	7854.76	8247.50	8659.87	9092.87	9547.51	10024.88	10526.13
194	8051.13	8453.68	8876.37	9320.19	9786.20	10275.51	10789.28
195	8252.41	8665.03	9098.28	9553.19	10030.85	10532.39	11059.01
196	8458.72	8881.65	9325.74	9792.02	10281.62	10795.70	11335.49
197	8670.18	9103.69	9558.88	10036.82	10538.66	11065.60	11618.88
198	8886.94	9331.29	9797.85	10287.74	10802.13	11342.24	11909.35
199	9109.11	9564.57	10042.80	10544.94	11072.18	11625.79	12207.08
200	9336.84	9803.68	10293.87	10808.56	11348.99	11916.44	12512.26



CITY OF SUSANVILLE

Residency Policy for Employees with Emergency/Urgent Response Duties

Adopted _____, Last Updated _____

1. Introduction

This policy establishes a requirement for all employees in the below-mentioned job categories to reside within a reasonable proximity to their place of employment to allow them to respond within the timeframes set forth below. This policy applies to employees in the below-mentioned job categories hired by the City of Susanville after this policy takes effect and to current employees of the City of Susanville in the below-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

The job categories for which this policy applies are:

- A. All sworn officers working for the City of Susanville Police Department. This includes but is not limited to: full-time sworn officers (including supervisors), part-time sworn officers and reserve officers.
- B. All City of Susanville Fire Department personnel (including supervisors).
- C. All City of Susanville Public Works personnel (including supervisors).

2. Requirements

The following requirements apply to each employee hired by the City of Susanville after this policy takes effect in the above-mentioned job categories and to current employees in the above-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

- A. For purposes of this policy, RESIDENCE means the house or other fixed abode where the employee lives full time, the address of which the employee must have on file with the City.
- B. The RESIDENCE of the employee must be within a 35-minute drive of the department office applicable to the employee's employment with the City. For example, public works employees' department office will be the public works department office.
- C. The drive time of the employee will be determined by entering the address of the employee residence and the location of his or her respective department office in the City of Susanville into an internet based mapping system selected at the sole discretion of the City, such as Google Maps assuming fair-whether driving conditions. A copy of the printout of the mapping system showing drive time from the department office to the residence will be kept by the City.

- D. When instructed by his or her employer or supervisor, each employee must respond to an emergency or urgent situation connected to his or her employment with the City of Susanville. An exception to this requirement is when the employee is on a previously authorized vacation or other approved leave, or has traveled outside of a 150-mile radius of the department office applicable to that City employee.
- E. Employees will be compensated as currently outlined in their respective Memorandum of Understanding and Employee Handbook and will not be eligible for any additional compensation as a result of these requirements.

3. Purpose

The above-mentioned job categories include critical job functions that require the employees who perform the jobs to respond to emergency or urgent situations connected to their employment with the City of Susanville. From time to time, emergency or urgent situations arise and additional employees must be called to assist with the urgent or emergency situation. The City of Susanville is located in the high desert and weather conditions such as rain, snow, ice and wind cause road closures, making it difficult for employees to report to their place of employment at various times throughout the year if the location of the employee's RESIDENCE requires too much time to arrive at the worksite. Varied road types including but not limited to mountain passes, unmaintained dirt roads and steep windy roads surrounding the City of Susanville make it necessary for the proximity of the employee to his or her place of employment or the city limits to be measured in drive time and not miles. To protect the health, safety and welfare of the people and property within the City of Susanville during emergencies or urgent situations, employees with the above-mentioned job descriptions must be able to respond to an emergency or urgent situation within a reasonable time. Requiring future employees or current employees who change their residence after this policy takes effect to live within a 35-minute drive of his or her place of employment best serves the legitimate interests of the City.

4. Violation of Policy

Violation of this policy will result in a notice to cure the violation within 30 days. Failure to cure the violation within 30 days will result in termination of employment within 14 days of the deadline to cure the violation.

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6141**, authorizing the Mayor to execute a Memorandum of Understanding with the Operating Engineers Local Union No. 3 Fire Fighters Bargaining Unit for the period of January 1, 2023 through and including June 30, 2025

PRESENTED BY: Dan Newton, City Administrator

SUMMARY:
An agreement has been reached with the Operating Engineers Local Union No. 3 Fire Fighter’s bargaining unit for the period of January 1, 2023 through and including June 30, 2025. Changes from the existing agreement include the following (see attachment for full details):

1. 2.5 year contract
2. COLA: 20%
3. Longevity 2.5% at 7 and 10 years of service
4. Merit incentive of \$2,500 after 12 months at max out of salary matrix
5. \$2,912 Essential Worker Premium Pay Stipend (1 payout in June 2023)
6. Sick Leave conversion program

FISCAL IMPACT: Fiscal impact determined by negotiations of MOU

ACTION REQUESTED: Motion to approve Resolution No. 23-6141, authorizing the Mayor to execute a Memorandum of Understanding with the Operating Engineers Local Union No. 3 Fire Fighters Bargaining Unit for the period of January 1, 2023 through and including June 30, 2025

ATTACHMENTS:
[2023.2025 Fire MOU Final.pdf](#)
[23-6141.pdf](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
CITY OF SUSANVILLE
AND THE
OPERATING ENGINEERS LOCAL UNION NO. 3
FIREFIGHTERS**

January 1, 2023 through and including June 30, 2025

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1. **INTRODUCTION**

The representatives of the City of Susanville, hereinafter called the “CITY”, and the representatives of the Firefighters Unit, hereinafter called the “UNIT”, having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Susanville and to the Unit membership of the Firefighters Unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours and other terms and conditions of employment in this exclusive agreement be implemented.

The purpose of the Memorandum of Understanding is to promote harmonious relations between the CITY and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and the intent of California Government Code Section 3500.

This MOU governs Fire Department positions of Captain, Firefighter I, Firefighter II and Fire Apparatus Engineer. For the term of this Agreement, the Firefighters Bargaining Unit will be composed of Captains, Firefighter I’s, Firefighter II’s and Fire Apparatus Engineers.

2. **EMPLOYEE RIGHTS**

Employees of the CITY have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation. Employees of the CITY shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY.

3. **CITY RIGHTS**

A. The CITY retains the right, subject to and in accordance with applicable laws and the provisions of the MOU:

1. To direct employees in the performance of their duties.
2. To hire, promote, transfer assign and discipline employees.
3. To dismiss employees because of lack of work, or in accordance with personnel rules and regulations.
4. To determine the mission of its divisions and department, number of employees, and the numbers, types, classifications, descriptions and grades of positions, or employees, assigned to an organizational unit, work project,

shift, or tour of duty, and the methods and technology of performing its work.

5. To take whatever action may be appropriate to carry out its mission in situations of emergency.

B. In addition, the CITY specifically retains all the rights, subject to the provisions of the MOU, to take whatever actions and set whatever policies it deems necessary, with appropriate notification to Fire Unit employees.

C. This section will not operate to deny any employee rights guaranteed by applicable law, including the Meyer-Milias-Brown Act.

4. **NONDISCRIMINATION**

The CITY and UNIT agree not to discriminate against any employees in accordance with applicable law. Also, it is recognized that whenever the masculine gender is referred to in this MOU, it shall include the female gender and vice versa.

5. **UNIT RECOGNITION**

A. Acknowledgment

The CITY agrees to acknowledge the Operating Engineers Local Union No. 3 as the only recognized employee organization representing the regular full-time non-management employees itemized in Section 6.

B. Dues and other Union-Sponsored Benefit Program Deductions:

1. The CITY shall honor an employee's check-off authorization for dues, or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.
2. Deductions for dues or other Union-sponsored program shall start the pay period after the CITY receives notification of the authorization. The employer may transmit such payment to the Union through electronic funds transfer (EFT). However, transfer of funds shall not be later than thirty (30) days after the deduction from the employee's earnings occurs.
3. The CITY requests to authorize dues/other deduction(s), or request to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer CITY shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

4. The Union shall not be required to provide the CITY a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
5. The Union shall indemnify the CITY for any claims made regarding such deductions.
6. Violations of this Section of the MOU are grievable.

A. Data Pertaining to Deductions:

Upon request from the Union. The CITY shall produce to Operating Engineers' Local Union No. 3, a malleable electronic file containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction.
7. Pay Step
8. Pay Rate
9. Department
10. Division (sub code of the department)

B. Regular Receipt of Bargaining Lists:

It shall be The City of Susanville's responsibility, once notified by Operating Engineers Local Union No. 3, to provide a list of all current employees covered by this Agreement, which shall include each employee's name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rate of pay, hours worked and gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from preceding bi-monthly period.

C. Protect Contract, Biographical and/or Demographic information of Unit members from third parties:

In order to protect bargaining unit employees from harassment or invasion of privacy, the CITY shall immediately notify the Union of any third-party request for contact, biographical and/or demographic information about the bargaining unit employees. The CITY shall promptly provide the Union a copy of the request and any materials submitted with the request.

The CITY shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the CITY responding to the request. The

CITY agrees to consider the Union's response prior to disclosing to the third party any contact, biographical, and/or demographic information about the bargaining unit employees.

The CITY agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the CITY is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.

The CITY shall not permit a non-exclusive representative to access bargaining unit members during working hours or in work areas.

The CITY agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

The CITY agrees to adopt further safeguards against harassment of invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the CITY's email system to block emails from non-exclusive representatives.

6. UNIT DESCRIPTION

This Unit shall consist of all full-time regular or probationary employees of the CITY of the Susanville Fire Department listed in Exhibit A of this MOU.

7. SALARY SCALE, MERIT STEP, CAREER DEVELOPMENT AND PAY PERIOD

A. Pay Period:

Pay periods will conform to 26 pay periods within a full year with the pay day occurring bi-weekly, every other Friday.

B. Salaries:

Effective January 1, 2023, salaries shall be modified as depicted in the attached global bi-weekly salary matrix (Exhibit B), which represents an approximate 20% increase. Exhibit B Salary Matrix demonstrates a 2.5% increase between ranges and 5% between steps.

C. Merit Pay:

In order to receive a salary step increase the employee shall demonstrate that he/she merits such an increase as shown by the annual performance review. The performance review shall be rated "meets job requirements" or a numerical rating of 3.10 or above to qualify for the merit increase.

Effective July 1, 2021, when an employee has been at one step for 12 months of service, employee may, according to merit, progress to the next step (B-H). Merit increases will not be automatic and will be based upon merit as indicated in paragraph above.

Effective upon ratification of this MOU, after an employee of this UNIT has been at the new step H for 12 months they may, according to merit, be granted an amount of \$2,500 annually based on demonstration of “truly superior employee performance” as evidenced in an employee evaluation. Such stipend is not subject to retirement credit but is subject to taxation.

D. Professional/Educational Incentive Program:

A professional/educational incentive program is established as of January 1, 1994. Incentive pay will be provided as follows:

1. Fire Officer Certification:
May be obtained through California State Fire Training after successful completion of all required subject material course. Employee will be compensated at 2.5 percent salary increase.
2. AA Degree in Fire Science or Certification of Completion in Related Field:
Acceptance and definition of related field will be at CITY’s discretion. However, it will include, but not necessarily be limited to fire science, law enforcement, medical, public administration, and business administration. Obtaining this degree will be compensated by a 2.5% salary increase.
3. Baccalaureate Degree:
A baccalaureate degree in a related field will qualify employees for an additional 2.5% salary increase.
4. City of Susanville Hazardous Materials Response Team, EOS – Hazmat Team:
Membership will be compensated at a rate of 5% salary increase.
5. California State Fair Marshal Career Track:
Employee will be compensated at 2.5% salary increase for completion of CA State Fire Marshal Career Track.

These professional educational incentives may be earned in any job classification level and will continue to be carried over into any higher promotional level granted to the employees.

Each incentive pay increase will be added to the existing step and range of the employee at the time of earning the incentive recognized for compensation.

- E. Training and Certification Costs:
The CITY will pay approved training costs and all costs associated with obtaining and maintaining certifications required by the CITY.
- F. Flex Staffing:
Effective July 1, 1998 the CITY will implement flex staffing for the positions of Firefighter I, Firefighter II and Fire Apparatus Engineer. Within this group there will be no change in the number of positions but incumbents and future employees will be allowed to progress from Firefighter I to Firefighter II to Fire Apparatus Engineer based upon requirements set out in adopted job descriptions and merit. Incumbents as of the effective date of this Agreement shall be advanced as appropriate.
- G. Professional Development Plan:
The purpose of the City of Susanville Firefighters Professional Development Program is to increase and maintain high levels of professionalism among firefighters and to effectively prepare firefighters for advancement.
- H. American Rescue Plan Act:
Pursuant to the requirements of the American Rescue Plan Act, January 1, 2023 through June 30, 2023, members of this UNIT will receive essential works premium pay stipend of \$2,912. Payment to be disbursed at the time of the June 2023 special payroll. For new employees hired between January 1, 2023 and June 30, 2023, the amount will be prorated using a full month bases from January 1, 2023, through June 30, 2023. No essential worker premium pay stipend will be disbursed in the 2023/2024 fiscal year. No essential worker premium pay stipend will be disbursed in 2024/2025 fiscal year.
- I. Longevity:
Effective upon City Council approval of this MOU, employees' base salary will be increased based on longevity as follows:
1. 2.5% at 7 years of service
 2. 2.5% at 10 years of service
- Each longevity increase increment of 2.5% is achieved by providing the members of this UNIT with a salary matrix range increase. Each range in the salary matrix is 2.5% higher than the previous range.

8. UNIFORMS

- A. During the term of this MOU, the CITY shall provide each employee in this UNIT with an annual uniform allowance of \$1,000. Such uniform allowance shall be paid annually in June.

- B. New hires will receive a \$500 uniform allowance upon hire and receive the annual \$1,000 uniform allowance paid in June.
- C. The Fire Chief agrees to meet and confer with members of the Fire Department prior to changes in the currently approved uniform. In the event of a uniform change, the Chief shall provide a minimum of six (6) months before any change goes into effect. This may be waived by the UNIT. Members of this UNIT may elect to meet with the Chief as an advisory group prior to the Chief making any uniform changes.
- D. Temporary Firefighters will be provided with uniforms at Fire Chief's discretion.

9. PHYSICAL FITNESS EQUIPMENT

The CITY agrees to provide \$1,500 annually toward an employee physical fitness and wellness program.

Physical Fitness and Wellness Program:

All members of this UNIT will be eligible to receive an equal share of the money available from this Section, i.e., $\$1,500 / 8 = \187.50 per member. This money will be available for the purchase of physical fitness equipment, athletic club membership and clothing for training. Members can provide the CITY with receipts for reimbursement for the above-mentioned items pending approval of the Fire Chief.

Presumptive Heart/Lung Physical:

Effective July 1, 2021, the CITY agrees to cover the cost of a cardiac stress test and chest x-ray every two (2) years for each employee covered by this Memorandum of Understanding, should they elect to have one.

CITY will reimburse employees or directly pay medical provider for actual costs of a cardiac stress test and chest x-ray services up to the cumulative amount of \$2,000.00 for every two CITY fiscal years. Only one cardiac stress test and/or chest x-ray will be provided for every two fiscal years beginning July 1, 2021.

10. IRS SECTION 125 PLAN; DEFERRED COMPENSATION

The CITY agrees to establish an IRS Section 125 Plan for Employees' use. The CITY will contribute \$50 per month as a contribution to an employee's Section 125 plan; or

The CITY will match on a dollar-for-dollar basis contribution to a deferred compensation plan with a maximum contribution of \$50 per month.

11. RETIREMENT

- A. Effective July 1, 2015, the CITY shall pay the employer's share and the employee shall pay the employee's 9% share of the existing retirement program of 3% at 50, single highest year, with California Public Employees Retirement System for Legacy employees.
- B. New Employees as defined by the CalPERS hired after January 1, 2013 will be subject to the mandatory provisions of AB340/PEPERA.

12. WORK SCHEDULE

A shift trade between two employees to work the other's shift, which does not add to department costs for overtime or compensatory time, shall be allowed provided reasonable advance notice and is approved by the Fire Chief or designee. A shift trade among employees must be between equal ranks and must be paid back within twelve (12) months.

The CITY and UNIT agree to the 48/96 work schedule that consists of two consecutive twenty-four (24) hour shifts on duty followed by four (4) twenty-four hours (24) shifts off duty as follows:

48/96 Schedule – XXOOOO repeat Kelly Schedule – XOXOXOOOO repeat

X = 24 hour shift on duty, O = 24 hours off duty

The CITY and UNIT have identified ten (10) performance measures and evaluation criteria for the requested 48/96 Schedule, as shown in Exhibit "D".

The CITY and UNIT have also discussed and agreed to the following scenarios:

- A. 100% member buy-in remains in effect during the evaluation period.
- B. Sick Leave/Vacation Coverage: will remain per policy and past practice.
- C. Long first night: If during the first night, staff respond to 3 calls, or work for hours, between the hours of midnight (2400) and six (0600), that shift will be required to take and rest an additional one (1) hour taken consecutively with the lunch break.

The Fire Chief reserves the right to implement the Kelly Schedule at his/her discretion. The Kelly Schedule shall remain as follows:

- A. Fire Department shift personnel covered by this MOU shall work a 56-hour work week (average over a year) which shall consist of working 24 hour shifts in each work cycle, on the formula of 24 hours on-duty, 24 off duty, 24 off duty and 96 off duty. This work schedule equates to a 28-day work period (224 hours)
- B. A "working day" or "weekday" shall be defined as one-fifth (or 11.2 hours) of the employee's work week, whenever those terms are used in this MOU for vacation, holidays, family illness and bereavement days.

- C. From time-to-time personnel from the UNIT may be assigned to a 40-hour work week instead of the usual 24-hour shift schedule. This type of assignment will be observed as follows:
1. If the 40-hour assignment is temporary in nature (e.g., one month or less) the assignee will continue to receive vacation/sick leave accrual at their appropriate 24-hour shift rate.
 2. If the 40-hour position becomes a permanent UNIT classification, the assignee will accrue vacation/sick leave at their shift rate until a six-month probationary period has been successfully completed. At that time, the assignee will convert to the appropriate accruals for their time in service as per the 40-hour work schedule formula.
 3. Any person in this UNIT assigned to a 40-hour schedule will continue to be represented by the Firefighters Unit and be entitled to the benefits of that MOU, except in areas where the shift benefits and 40-hour MOU benefits conflict.

13. HOLIDAYS

- A. An employee in the UNIT who works on a holiday as defined in the Employee Manual shall receive 11.2 hours of straight time pay in addition to regular pay for each holiday worked. All employees in the UNIT will be paid an amount equivalent to six (60) holidays at a rate of 11.2 hours per holiday annually on the pay period preceding December 15.
- B. Employee's birthday (or a substitute day to be selected by mutual agreement between the employee and CITY). Each employee covered by this MOU shall receive one 24-hour shift off with pay for his/her birthday. This floating leave shift is offered whether or not the employee is scheduled to work on the birthday. This leave may be taken on the employee's actual birthday or on an alternate day mutually agreed to the employee and CITY. However, if an alternate day is selected, the leave time must be taken within the current fiscal year. The CITY will not incur any overtime pay as the result of this holiday. The employee requesting time off shall advise the Fire Chief ninety (90) days in advance of the birthday or day of leave.

14. VACATION

- A. Employees in this UNIT shall earn vacation credit as set forth in the Employee Manual.

- B. In order that employees obtain the maximum benefit for themselves, each vacation should be taken in a single period, if possible. It is desirable that vacations are not split to less than one calendar week.
- C. Vacation schedules will be arranged to avoid the necessity of work stoppage, slowing down of work, or need for additional help
- D. The time at which the employee shall be granted a vacation is at the sole discretion of the Department Head. The employee's preference will be taken into account as far as possible. The predominant factor to be considered will be the CITY's needs.
- E. Subject to the provisions of Section 14.D above, vacation will be taken in accordance with departmental seniority regardless of classification or job assignment.
- F. Vacation time shall be understood as shift time charged based upon a 24-hour period credit in lieu of an eight-hour credit.

15. OVERTIME

- A. The CITY agrees that all hours worked in excess of 224 hours in a 28-day work period shall be compensated for at the rate of 1.5 times the regular rate of pay.
- B. The assignment of overtime will be at the CITY's sole discretion and scheduled by supervisory personnel. However, the CITY shall endeavor to select among those employees who are qualified, those individuals who wish to work overtime, and when reasonably possible, to schedule such overtime in advance.
- C. The CITY shall have the right to require employees to work whenever necessary.
- D. The CITY shall grant either pay for overtime pursuant to Section 13 of the MOU or compensatory time off at the rate of 1.5 times the number of overtime hours worked. It shall be the employee's option to select pay or compensating time off.

No employee shall accrue more than 240 hours of compensatory time off. An employee may elect to receive lump sum cash out for compensatory time between September 1 and December 1 of each year of this MOU.

- E. An employee who is called in to work for any period one hour or more following the conclusion of the work shift or a previous call-in, shall receive a minimum of three (3) hours at 1.5 times the regular rate of pay.
- F. Overtime is defined as time worked in excess of 224 hours. Time worked shall include time absent with pay, such as vacation time, compensatory time off, sick

leave, emergency leave, family leave or bereavement leave. Time worked will not include time worked as a result of voluntary shift trades.

- G. A shift trade between two employees to work the other's shift, which does not add to department costs for overtime pay or compensatory time, shall be allowed provided reasonable advanced notice and is approved by the Fire Chief or designee. A shift trade among employees must be between equal ranks and must be paid back within 12 months.

16. HEALTH, DENTAL AND VISION INSURANCE

- A. Effective July 1, 2013 the CITY shall pay the cost of health, dental and vision insurance premium for each unit member covered under this MOU. Each unit member shall contribute \$30 per month towards the current plan premium. CITY will continue to research options for the best cost-effective coverage, at its discretion. The CITY reserves the right to select, change, administer and shall have the right to select any carrier or other method providing coverage to fund the benefits and may adjust the amount the CITY shall pay for such benefits. If the insurance provider is changed and the cost is less than \$953 per month per employee, the CITY shall cap the amount of its contribution to an amount not less than 100 percent of the cost of the new plan.
- B. Health insurance will be made available to retirees with no minimum vesting, if allowed under the current plan. Retirees will be eligible to purchase health insurance under the abovementioned plan with the vesting requirement if allowed by the plan. A credit of 50 percent of accumulated sick leave at time of retirement, capped at \$15,000, will be paid out per month toward 50 percent of the premium. This amount is subject to CalPERS regulations.

17. ACTING DUTY OFFICER

From time-to-time a permanent employee will be named as the Acting Duty Officer who is temporarily assigned to the fire ground command duties and some responsibilities of the Fire Chief position. When assigned as the Acting Duty Officer, the permanent employee shall be compensated an additional two hundred twenty-five dollars (\$225.00), per start of any 24-hour period.

18. SALARY PROTECTION PLAN

- A. The CITY will pay an amount not to exceed \$187 per contract year per employee of the premium amount for a salary protection insurance plan. The payment will either be in the form of a reimbursement to each employee who participates in the salary protection plan, or by direct payment to the company providing the salary protection program.

- B. This benefit amount (\$187) is for a salary protection plan only and cannot be applied to any other program, nor can any employee receive cash in lieu of this benefit.

19. EMPLOYEE'S SICK LEAVE

- A. Employees within this UNIT will receive 12 hours of sick or accident allowance for each full month of employment up to a total of 144 hours allowance per calendar year, unlimited accumulation.
- B. Sick leave will be administered according to the rules in the Employee Manual.
- C. Sick leave benefits are payable only for an employee's regularly scheduled workdays on which he or she is off as a result of the employee's illness or accident.
- D. Under the Public Employees' Retirement System, credit for unused sick leave (Section 20965) of the Government Code shall be a benefit provided to each employee of this UNIT upon retirement and in accordance with the rules and regulations of CalPERS.
- E. At retirement, 50 percent of accumulated sick leave may be applied to 50 percent of insurance premiums per month.
- F. Sick Leave Incentive Program:
Effective January 1, 2023, an employee may elect to convert sick days to vacation days based on their sick leave use during a calendar year, as part of the December special payroll and subject to vacation cap limitation pursuant to employee manual as follows:

Sick Leave Used Annually:	Conversion Option:
0 sick shift used	36 hours sick leave to vacation leave
1 sick shift used	24 hours sick leave to vacation leave
2 sick shifts used	12 hours sick leave to vacation leave

20. MILITARY LEAVE

Military leave shall be granted in accordance with the provision of state law. All employees entitled to military leave shall give the City Administrator and/or the City Administrator's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

21. **JURY DUTY**

While serving on jury duty, employees will still be paid by the CITY on the basis of a 40-hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the CITY.

22. **FAMILY ILLNESS LEAVE**

Family illness leave and other associated family leaves are set out in the Employee Manual.

23. **BEREAVEMENT LEAVE**

Bereavement leave is available as set out in the Employee Manual.

24. **LAYOFF POLICY**

It is recognized by the UNIT that when due to fiscal, operational or organizational reasons, it is necessary to reduce CITY employment, such action and its implementation, except as qualified herein, shall be at the sole discretion of the CITY. When it is deemed necessary to reduce CITY employment by layoff of employees, the layoff procedure shall protect the right of the CITY to retain the most qualified employees, while also recognizing the relative seniority of affected employees. The following layoff policy is adopted to accomplish this purpose:

Section 1:

The CITY shall have the sole right to determine which class or classes shall be subject to layoff.

Section 2:

The order of layoff of employees within a class or classes subject to layoff shall be:

6. Provisional or temporary employees
7. Part-time employees
8. Probationary employees
9. Full-time, regular employees

Within each of the first three categories, the order of layoff shall be at the discretion of the appointing authority. Order of layoff of full-time, regular employees shall be according to the following procedure established in this Section.

In the case of layoffs for full-time, regular employees, the following factors shall be considered in the following orders:

1. Knowledge, training, ability, skill, adaptability, attitude and efficiency.
2. Physical fitness required for the job.
3. Seniority.

Section 3:

Seniority Determination: Seniority will be established by department and within a class. Among employees with equal seniority, the order of layoff shall be determined by the appointing authority.

Procedure: Each department is considered separately when layoff occurs. Employees shall first exhaust demotion rights within a department and class in which the employee had prior full-time, regular status, provided the demote has a higher seniority than an employee working in that classification. Employees demoting to a lower classification in which they held prior full-time, regular status shall be subject to Factors 1 and 2 in 24 Section 2 above.

Section 4:

Re-employment: Employees laid off, or demoted in lieu of layoff, shall have a priority right of return to their prior class. This right shall remain effective for one year from the date of demotion or separation from the service.

Section 5:

Grievance and Arbitration Discipline Procedures:

1. Grievances shall be handled as outlined the City of Susanville Employee Manual.
2. Formal appeals for discipline involving an unpaid suspension, demotion, reduction in pay or termination may be appealed to binding arbitration in lieu of appeal to the City Council. The parties agree that loss of special assignment pay due to routine operational reassignment is not to be considered discipline for the purpose of arbitration, unless such reassignment is specified in a discipline notice. Parties will share cost of any arbitration or mediation.

25. CALIFORNIA OFFICE OF EMERGENCY SERVICES (OES)

The CITY provides firefighting services to OES under a contract between the CITY and OES. Personnel assignments under the OES contract will be made by the Fire Chief, based upon contractual and operational requirements. Whenever possible, firefighters' wishes as to whether the assignment is desired will be considered. Any firefighter so assigned will keep a record of time worked in the manner prescribed and will be compensated according to the compensation provisions of this MOU and the Fair Labor Standards Act, i.e., straight-time for services under the OES contract service on regular duty days, and time and one-half for services on non-duty days. All monies received for services provided under the OES contract will be accounted for in the Fire Department budget.

26. OES HOTEL/MOTEL COSTS

Following every seven (7) consecutive days of deployment, the CITY will provide, at the CITY's expense, one (1) room for every two (2) employees/firefighter volunteers deployed. It is agreed that this provision is available to volunteers and full-time employees.

27. PAST PRACTICES

Nothing contained in this MOU shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation or vesting of any employee rights or privileges other than those expressly stated herein.

The CITY and UNIT agree that only those past practices, standards, obligations and/or other commitments of the CITY to its employees which are expressly stated herein shall be in full force and effect during the term of this MOU.

All other past practices, standards, obligations or commitments, whether written or unwritten, are within the scope of Section 3 of this MOU.

28. SOLE AGREEMENT

- A. The policies which are collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.
- B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if, and when, reduced to writing and executed by the authorized representatives of the CITY and the UNIT. Any such changes validly made shall become a part of this MOU and subject to its term.
- C. The CITY shall pay all costs associated with members of the UNIT obtaining and maintaining special vehicle operator's licenses, EMT/First Responder licenses, and all inoculations required by the CITY.

29. RESIDENCY POLICY

The CITY and UNIT agree that the Residency Policy is applicable to all UNIT members hired after January 1, 2018, as shown in Exhibit "C".

30. SAVINGS CLAUSE

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy, or set of policies, shall be declared void.

However, this action shall in no way invalidate the remaining policies contained in this MOU.

Should a policy within the MOU become void as outlines above, either the CITY or the UNIT may institute the meet and confer process in regard to instituting a substitute item.

31. TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall remain in effect for the period of January 1, 2023, through and including June 30, 2025, or until a successor agreement is reached, unless a specific provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Susanville and the general membership of the bargaining unit.

The provision of this MOU shall not be altered, amended, or added to except by the mutual written agreement of the CITY and the UNIT. Either party may request the other to consider changes in provisions of the MOU; such requests must be in writing. Neither party is, however, obligated to agree to re-initiate the meet and confer process unless specific provisions of the Federal Fair Labors Standards Act are amended to impact or alter the provisions of this MOU. Dated this 7th day of June, 2023.

32. **SIGNATURES**
CITY OF SUSANVILLE

OPERATING ENGINEERS LOCAL
UNION NO. 3, FIRE FIGHERS

Quincy McCourt, Mayor

Art Frolli, Business Representative

Dan Newton, City Administrator

Leon Myers, UNIT Steward

ATTEST:

Heidi Clerk, City Clerk

Dale Johnson, UNIT Steward

APPROVED AS TO FORM:

Margaret Long, City Attorney

EXHIBIT A
FIRE FIGHTERS
POSITION CLASSIFICATION
January 1, 2023 through and including June 30, 2025

<u>POSITION</u>	<u>INCENTIVE LEVEL</u>	<u>RANGE*</u>
Firefighter I	Base	129-131
	I	130-132
	II	131-133
	III	132-134
Firefighter II	Base	132-134
	I	133-135
	II	134-136
	III	135-137
Fire Apparatus Engineer	Base	137-139
	I	138-140
	II	139-141
	III	140-142
Fire Captain	Base	141-143
	I	142-144
	II	143-145
	III	144-146

*Ranges indicated account for longevity steps at 7 years of service (one range) and 10 years of service (two ranges).

CITY OF SUSANVILLE BI-WEEKLY GLOBAL RANGE AND STEP MATRIX

2021-2022 FIRE MOU

BI-WEEKLY - 26 PAY PERIODS PER YEAR

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
101	856.97	899.82	944.81	992.05	1041.66	1093.74	1148.42	1205.85
102	878.40	922.32	968.43	1016.85	1067.70	1121.08	1177.14	1235.99
103	900.36	945.37	992.64	1042.28	1094.39	1149.11	1206.56	1266.89
104	922.87	969.01	1017.46	1068.33	1121.75	1177.84	1236.73	1298.56
105	945.94	993.23	1042.90	1095.04	1149.79	1207.28	1267.65	1331.03
106	969.59	1018.06	1068.97	1122.42	1178.54	1237.46	1299.34	1364.30
107	993.83	1043.52	1095.69	1150.48	1208.00	1268.40	1331.82	1398.41
108	1018.67	1069.60	1123.08	1179.24	1238.20	1300.11	1365.12	1433.37
109	1044.14	1096.34	1151.16	1208.72	1269.16	1332.61	1399.24	1469.21
110	1070.24	1123.75	1179.94	1238.94	1300.88	1365.93	1434.23	1505.94
111	1097.00	1151.85	1209.44	1269.91	1333.41	1400.08	1470.08	1543.58
112	1124.42	1180.64	1239.68	1301.66	1366.74	1435.08	1506.83	1582.17
113	1152.53	1210.16	1270.67	1334.20	1400.91	1470.96	1544.50	1621.73
114	1181.35	1240.41	1302.43	1367.56	1435.93	1507.73	1583.12	1662.27
115	1210.88	1271.42	1334.99	1401.74	1471.83	1545.42	1622.69	1703.83
116	1241.15	1303.21	1368.37	1436.79	1508.63	1584.06	1663.26	1746.42
117	1272.18	1335.79	1402.58	1472.71	1546.34	1623.66	1704.84	1790.09
118	1303.98	1369.18	1437.64	1509.53	1585.00	1664.25	1747.46	1834.84
119	1336.58	1403.41	1473.58	1547.26	1624.63	1705.86	1791.15	1880.71
120	1370.00	1438.50	1510.42	1585.94	1665.24	1748.50	1835.93	1927.73
121	1404.25	1474.46	1548.18	1625.59	1706.87	1792.22	1881.83	1975.92
122	1439.35	1511.32	1586.89	1666.23	1749.54	1837.02	1928.87	2025.32
123	1475.34	1549.11	1626.56	1707.89	1793.28	1882.95	1977.10	2075.95
124	1512.22	1587.83	1667.23	1750.59	1838.12	1930.02	2026.52	2127.85
125	1550.03	1627.53	1708.91	1794.35	1884.07	1978.27	2077.19	2181.04
126	1588.78	1668.22	1751.63	1839.21	1931.17	2027.73	2129.12	2235.57
127	1628.50	1709.92	1795.42	1885.19	1979.45	2078.42	2182.34	2291.46
128	1669.21	1752.67	1840.30	1932.32	2028.94	2130.38	2236.90	2348.75
129	1710.94	1796.49	1886.31	1980.63	2079.66	2183.64	2292.82	2407.47
130	1753.71	1841.40	1933.47	2030.14	2131.65	2238.23	2350.14	2467.65
131	1797.56	1887.44	1981.81	2080.90	2184.94	2294.19	2408.90	2529.34
132	1842.50	1934.62	2031.35	2132.92	2239.57	2351.54	2469.12	2592.58
133	1888.56	1982.99	2082.14	2186.24	2295.55	2410.33	2530.85	2657.39
134	1935.77	2032.56	2134.19	2240.90	2352.94	2470.59	2594.12	2723.83
135	1984.17	2083.38	2187.54	2296.92	2411.77	2532.36	2658.97	2791.92
136	2033.77	2135.46	2242.23	2354.34	2472.06	2595.66	2725.45	2861.72
137	2084.62	2188.85	2298.29	2413.20	2533.86	2660.56	2793.58	2933.26
138	2136.73	2243.57	2355.75	2473.53	2597.21	2727.07	2863.42	3006.59
139	2190.15	2299.66	2414.64	2535.37	2662.14	2795.25	2935.01	3081.76
140	2244.90	2357.15	2475.01	2598.76	2728.69	2865.13	3008.38	3158.80
141	2301.03	2416.08	2536.88	2663.72	2796.91	2936.76	3083.59	3237.77
142	2358.55	2476.48	2600.30	2730.32	2866.83	3010.17	3160.68	3318.72
143	2417.51	2538.39	2665.31	2798.58	2938.50	3085.43	3239.70	3401.69
144	2477.95	2601.85	2731.94	2868.54	3011.97	3162.56	3320.69	3486.73
145	2539.90	2666.90	2800.24	2940.25	3087.27	3241.63	3403.71	3573.90
146	2603.40	2733.57	2870.25	3013.76	3164.45	3322.67	3488.80	3663.24
147	2668.48	2801.91	2942.00	3089.10	3243.56	3405.74	3576.02	3754.82
148	2735.20	2871.96	3015.55	3166.33	3324.65	3490.88	3665.42	3848.70
149	2803.58	2943.75	3090.94	3245.49	3407.76	3578.15	3757.06	3944.91
150	2873.67	3017.35	3168.22	3326.63	3492.96	3667.61	3850.99	4043.54
151	2945.51	3092.78	3247.42	3409.79	3580.28	3759.30	3947.26	4144.62
152	3019.14	3170.10	3328.61	3495.04	3669.79	3853.28	4045.94	4248.24
153	3094.62	3249.35	3411.82	3582.41	3761.53	3949.61	4147.09	4354.45
154	3171.99	3330.59	3497.12	3671.97	3855.57	4048.35	4250.77	4463.31
155	3251.29	3413.85	3584.55	3763.77	3951.96	4149.56	4357.04	4574.89
156	3332.57	3499.20	3674.16	3857.87	4050.76	4253.30	4465.96	4689.26
157	3415.88	3586.68	3766.01	3954.31	4152.03	4359.63	4577.61	4806.49
158	3501.28	3676.35	3860.16	4053.17	4255.83	4468.62	4692.05	4926.66
159	3588.81	3768.25	3956.67	4154.50	4362.23	4580.34	4809.35	5049.82
160	3678.53	3862.46	4055.58	4258.36	4471.28	4694.85	4929.59	5176.07
161	3770.50	3959.02	4156.97	4364.82	4583.06	4812.22	5052.83	5305.47
162	3864.76	4058.00	4260.90	4473.94	4697.64	4932.52	5179.15	5438.11
163	3961.38	4159.45	4367.42	4585.79	4815.08	5055.84	5308.63	5574.06
164	4060.41	4263.43	4476.61	4700.44	4935.46	5182.23	5441.34	5713.41
165	4161.92	4370.02	4588.52	4817.95	5058.84	5311.79	5577.38	5856.24
166	4265.97	4479.27	4703.23	4938.40	5185.32	5444.58	5716.81	6002.65
167	4372.62	4591.25	4820.81	5061.86	5314.95	5580.70	5859.73	6152.72
168	4481.94	4706.03	4941.34	5188.40	5447.82	5720.21	6006.22	6306.54
169	4593.99	4823.68	5064.87	5318.11	5584.02	5863.22	6156.38	6464.20
170	4708.83	4944.28	5191.49	5451.06	5723.62	6009.80	6310.29	6625.80
171	4826.56	5067.88	5321.28	5587.34	5866.71	6160.04	6468.05	6791.45
172	4947.22	5194.58	5454.31	5727.03	6013.38	6314.05	6629.75	6961.23
173	5070.90	5324.45	5590.67	5870.20	6163.71	6471.90	6795.49	7135.27
174	5197.67	5457.56	5730.43	6016.96	6317.80	6633.69	6965.38	7313.65
175	5327.61	5594.00	5873.69	6167.38	6475.75	6799.54	7139.51	7496.49
176	5460.80	5733.85	6020.54	6321.56	6637.64	6969.52	7318.00	7683.90
177	5597.32	5877.19	6171.05	6479.60	6803.58	7143.76	7500.95	7876.00
178	5737.26	6024.12	6325.33	6641.59	6973.67	7322.36	7688.47	8072.90
179	5880.69	6174.72	6483.46	6807.63	7148.01	7505.42	7880.69	8274.72
180	6027.71	6329.09	6645.55	6977.82	7326.72	7693.05	8077.70	8481.59
181	6178.40	6487.32	6811.69	7152.27	7509.88	7885.38	8279.65	8693.63
182	6332.86	6649.50	6981.98	7331.08	7697.63	8082.51	8486.64	8910.97
183	6491.18	6815.74	7156.53	7514.35	7890.07	8284.57	8698.80	9133.74
184	6653.46	6986.13	7335.44	7702.21	8087.32	8491.69	8916.27	9362.09
185	6819.80	7160.79	7518.83	7894.77	8289.51	8703.98	9139.18	9596.14
186	6990.29	7339.81	7706.80	8092.14	8496.74	8921.58	9367.66	9836.04
187	7165.05	7523.30	7899.47	8294.44	8709.16	9144.62	9601.85	10081.94
188	7344.18	7711.38	8096.95	8501.80	8926.89	9373.24	9841.90	10333.99
189	7527.78	7904.17	8298.38	8714.35	9150.06	9607.57	10087.94	10592.34
190	7715.97	8101.77	8506.86	8932.20	9378.81	9847.76	10340.14	10857.15
191	7908.87	8304.32	8719.53	9155.51	9613.29	10093.95	10598.65	11128.58
192	8106.60	8511.93	8937.52	9384.40	9853.62	10346.30	10863.61	11406.79
193	8309.26	8724.72	9160.96	9619.01	10099.96	10604.96	11135.20	11691.96
194	8516.99	8942.84	9389.98	9859.48	10352.46	10870.08	11413.58	11984.26
195	8729.92	9166.41	9624.73	10105.97	10611.27	11141.83	11698.92	12283.87
196	8948.16	9395.57	9865.35	10358.62	10876.55	11420.38	11991.40	12590.97
197	9171.87	9630.46	10111.99	10617.58	11148.46	11705.89	12291.18	12905.74
198	9401.17	9871.22	10364.78	10883.02	11427.18	11998.53	12598.46	13228.38
199	9636.19	10118.00	10623.90	11155.10	11712.85	12298.50	12913.42	13559.09
200	9877.10	10370.95	10889.50	11433.98	12005.68	12605.96	13236.26	13898.07



April 5, 2017

EXHIBIT C

CITY OF SUSANVILLE

Residency Policy for Employees with Emergency/Urgent Response Duties

Adopted _____, Last Updated _____

1. Introduction

This policy establishes a requirement for all employees in the below-mentioned job categories to reside within a reasonable proximity to their place of employment to allow them to respond within the timeframes set forth below. This policy applies to employees in the below-mentioned job categories hired by the City of Susanville after this policy takes effect and to current employees of the City of Susanville in the below-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

The job categories for which this policy applies are:

- A. All sworn officers working for the City of Susanville Police Department. This includes but is not limited to: full-time sworn officers (including supervisors), part-time sworn officers and reserve officers.
- B. All City of Susanville Fire Department personnel (including supervisors).
- C. All City of Susanville Public Works personnel (including supervisors).

2. Requirements

The following requirements apply to each employee hired by the City of Susanville after this policy takes effect in the above-mentioned job categories and to current employees in the above-mentioned job categories if the current employee changes his or her residence after this policy takes effect.

- A. For purposes of this policy, RESIDENCE means the house or other fixed abode where the employee lives full time, the address of which the employee must have on file with the City.
- B. The RESIDENCE of the employee must be within a 35-minute drive of the department office applicable to the employee's employment with the City. For example, public works employees' department office will be the public works department office.
- C. The drive time of the employee will be determined by entering the address of the employee residence and the location of his or her respective department office in the City of Susanville into an internet based mapping system selected at the sole discretion of the City, such as Google Maps assuming fair-

whether driving conditions. A copy of the printout of the mapping system showing drive time from the department office to the residence will be kept by the City.

- D. When instructed by his or her employer or supervisor, each employee must respond to an emergency or urgent situation connected to his or her employment with the City of Susanville. An exception to this requirement is when the employee is on a previously authorized vacation or other approved leave, or has traveled outside of a 100-mile radius of the department office applicable to that City employee.
- E. Employees will be compensated as currently outlined in their respective Memorandum of Understanding and Employee Handbook and will not be eligible for any additional compensation as a result of these requirements.

3. Purpose

The above-mentioned job categories include critical job functions that require the employees who perform the jobs to respond to emergency or urgent situations connected to their employment with the City of Susanville. From time to time, emergency or urgent situations arise and additional employees must be called to assist with the urgent or emergency situation. The City of Susanville is located in the high desert and weather conditions such as rain, snow, ice and wind cause road closures, making it difficult for employees to report to their place of employment at various times throughout the year if the location of the employee's RESIDENCE requires too much time to arrive at the worksite. Varied road types including but not limited to mountain passes, unmaintained dirt roads and steep windy roads surrounding the City of Susanville make it necessary for the proximity of the employee to his or her place of employment or the city limits to be measured in drive time and not miles. To protect the health, safety and welfare of the people and property within the City of Susanville during emergencies or urgent situations, employees with the above-mentioned job descriptions must be able to respond to an emergency or urgent situation within a reasonable time. Requiring future employees or current employees who change their residence after this policy takes effect to live within a 35-minute drive of his or her place of employment best serves the legitimate interests of the City.

4. Violation of Policy

Violation of this policy will result in a notice to cure the violation within 30 days. Failure to cure the violation within 30 days will result in termination of employment within 14 days of the deadline to cure the violation.

EXHIBIT D

Susanville Fire Department 48/96 Shift Schedule Pilot Measurable Metrics

1. Increase in efficiency-labor increase 18% per shift, per month:
The Department will monitor and report on efficiency changes per the agreed upon schedule.
2. Improved employee morale during evaluation period:
The Department will evaluate and report on all employees' morale prior to implementation and again at the close of evaluation period. Employee support for the 48/96 schedule will be evaluated based on the continued 100% support from the Unit.
3. Company Training will increase to existing average, 4 hours per shift, per month:
The Department will evaluate and report company training hours per the agreed upon schedule.
4. Overtime Costs:
The Department will monitor and report on overtime costs to determine if the new schedule has any impacts using a 5-year trend
5. Sick Leave:
The Department will monitor and report the use of sick leave to determine if the new schedule has any impacts using a 5-year trend. (Workers Comp will be removed from the trend)
6. Shift Communications:
The Department will monitor and report the impact of the new schedule with respect to shift communication using project monitoring and completion on set deadlines.
7. Training of Volunteers will increase to existing average, 2 hours per shift, per month:
The Department will monitor and report to determine if the new schedule has any effect on call back attendance and turnout times using a 5-year trend.
8. Call back attendance and turnout times:
The Department will monitor and report to determine if the new schedule has any effect on call back attendance and turnout times using a 5-year trend.
9. Vehicle Accidents:
The Department will monitor and report if the new schedule has any impact with respect to vehicle accidents using a 5-year trend.
10. Work Comp Claims:
The Department will monitor and report if the new schedule has any impacts with respect to work claims using a 5-year trend.

RESOLUTION NO. 23-6141
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF
UNDERSTANDING WITH THE OPERATING ENGINEERS LOCAL UNION NO. 3
FIRE FIGHTER’S BARGAINING UNIT FOR FISCAL YEAR 2023/2025

WHEREAS, the City of Susanville and representatives from the Operating Engineers Local Union No. 3 Fire Fighter’s bargaining unit have negotiated a labor agreement according to the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the Bargaining Unit has ratified the respective agreement; and

WHEREAS, the agreement has been negotiated within the parameters established by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby approves the Memorandum of Understanding with the Operating Engineers Local Union No. 3 Fire Fighters bargaining unit for the period of January 1, 2023 through and including June 30, 2025.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17th day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6139**, authorizing Mayor to sign a Program Supplement Agreement Revision with Caltrans for the 2014 STIP Project FD

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: The project funding is provided through the State Transportation Improvement Program (STIP). The project is located on Paul Bunyan, Richmond Road, and Spring Ridge Roads. Program Supplement Agreement Revision execution is needed for further reimbursement.

FISCAL IMPACT: Program Supplement Agreement: \$2.777 million in construction funds through State Transportation Improvement Program. This project is funded with federal transportation funds, no local match is anticipated.

ACTION REQUESTED: Motion to approve Resolution No. 23-6139, authorizing Mayor to sign a Program Supplement Agreement Revision with Caltrans for the 2014 STIP Project FD

ATTACHMENTS:
[5116022 PSA Rev.2.pdf](#)
[23-6139.pdf](#)

PROGRAM SUPPLEMENT NO. N004 Rev. 2
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 02-5116R

Adv. Project ID
0216000002

Date: May 20, 2022
Location: 02-LAS- 0-SUSV
Project Number: RPSTPL-5116(022)
E.A. Number:
Locode: 5116

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/28/2010 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Various streets in Susanville (Project FD) - Paul Bunyan, Richmond, and Spring Ridge Roads.

TYPE OF WORK: Road rehab including associated drainage improvements and ped upgrades
LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds	Matching Funds		
	M240 \$120,000.00	LOCAL		OTHER
	M24E \$80,000.00			
\$2,977,000.00	Z24E \$2,777,000.00	\$0.00		\$0.00

CITY OF SUSANVILLE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date

05/20/2022

\$2,977,000.00

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
6. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these STATE funds.

7. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary

SPECIAL COVENANTS OR REMARKS

and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

11. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

12. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

13. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
14. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any

SPECIAL COVENANTS OR REMARKS

overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate

SPECIAL COVENANTS OR REMARKS

and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

15. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

16. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR

SPECIAL COVENANTS OR REMARKS

Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or

activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6140**, authorizing Mayor to sign a Program Supplement Agreement Revision with Caltrans for Riverside Drive Trail Project

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: The project funding is provided through the State Transportation Improvement Program (STIP). The project is located on the embankment of the old mill ponds south of Riverside Drive. Program Supplement Agreement Revision is needed for reimbursement of Right of Way expenses.

FISCAL IMPACT: Program Supplement Agreement: \$50,000 in Right of Way funds through State Transportation Improvement Program. This project is funded with state transportation funds, no local match is anticipated.

ACTION REQUESTED: Motion to approve Resolution No. 23-6140, authorizing Mayor to sign a Program Supplement Agreement Revision with Caltrans for Riverside Drive Trail Project

ATTACHMENTS:
[5116014 PSA to agency.pdf](#)
[23-6140.pdf](#)

PROGRAM SUPPLEMENT NO. N002 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 02-5116R

Adv. Project ID
0212000166

Date: July 25, 2022
Location: 02-LAS-0-SUSV
Project Number: RPSTPLE-5116(014)
E.A. Number:
Locode: 5116

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/28/2010 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Riverside Drive in City of Susanville.

TYPE OF WORK: Pedestrian and Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	M3E3		LOCAL	STATE	OTHER
\$130,000.00		\$80,000.00	\$0.00	\$50,000.00	\$0.00

CITY OF SUSANVILLE

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA

Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 07/26/2022

\$130,000.00

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
6. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage

SPECIAL COVENANTS OR REMARKS

of the State Budget Act containing these STATE funds.

7. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
8. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

9. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
10. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific

SPECIAL COVENANTS OR REMARKS

fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

11. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

12. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
13. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.
14. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY,

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

SPECIAL COVENANTS OR REMARKS

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: May 17, 2023

SUBJECT: Lassen Prescribed Burn Association (PBA) Presentation

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The Honey Lake Valley Resource Conservation District (HLVRCD) has a program comprised of a group of citizens volunteers and fire professionals who work together to increase forest resilience and reduce wildfire risk through the use of prescribed fire. To raise awareness of this program in Lassen County, Brittney Osborn, Project Coordinator will provide a brief presentation to Council and the public to raise awareness of this available program in our community.

FISCAL IMPACT: None

ACTION REQUESTED: Information Only

ATTACHMENTS:
[PBA Flyer](#)

LASSEN PRESCRIBED BURN ASSOCIATION (PBA)

What is a PBA?



A group of citizen volunteers and fire professionals who work together to increase forest resilience and reduce wildfire risk through the use of prescribed fire.

Why prescribed Fire?

Prescribed fire is a tool that can be used safely to:

- Reduce fuel loading & increase forest resilience
- Enhance wildlife habitat & forage production
- Remove weeds & mitigate invasive species /pests

The landowner can choose weather and fuel conditions which are ideal to achieve goals and minimize risk.



How can the Lassen PBA help?



Conduct site assessments and plan burns (pile/understory/broadcast)



Burn unit delineation and mapping



Help writing burn plans, smoke management plans, and obtaining permits when required (CalFIRE/Air Quality)



Help with burn unit prep & providing tools and PPE to borrow



Connecting you with other landowners and community members who want to burn!



Provide opportunities for training and resources to learn more about fuels reduction, forest & fire ecology, fire behavior, environmental compliance, permitting, liability, and workshops or live fire demonstrations.

Want to get involved?

- Have piles that are ready to burn?
- Need help building piles?
- Have property that you want to underburn?
- Need help with site prep or navigating the permitting process?
- Want to learn more about prescribed fire?
- Just want to help your neighbors and make new friends?

Contact Us!



Brittney Osborn, Project Coordinator

lassenpba@honeylakevalleyrcd.us

(775)437-0012



FB: lassenpba



IG: lassenpba



<https://www.honeylakevalleyrcd.us/lassen-prescribed-burn-association-pba>



AGENDA ITEM NO. 9.B
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cheyenne Ratkey, Fire

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6131**, approving and accepting a donation of \$1,000 from the Walmart Charitable Foundation

PRESENTED BY: James M. Moore, Fire Chief

SUMMARY: The Walmart Charitable Foundation provides funding each year through their Local Community Grants program which aims to support and invest in communities in service areas of Walmart stores. Some of the needs that are addressed and awarded pertain to Public Safety Awareness and Prevention Programs. The Susanville Fire Department submitted an application for funds to help fulfill needs to continue to provide educational outreach to our community. The Walmart Charitable Foundation received that request and has awarded that request with a donation of \$1,000.00. Upon approval and acceptance by the City Council, the Susanville Fire Department plans to utilize this funding to purchase public education supplies, prevention supplies, and safety hand-out brochures.

FISCAL IMPACT: Receive donation of \$1,000 and increase the FY 2022/2023 fire department budget revenues and expenditures in the amount of \$1,000.

ACTION REQUESTED: Motion to approve Resolution No. 23-6131, approving and accepting a donation of \$1,000 from the Walmart Charitable Foundation

ATTACHMENTS:
[23-6131.pdf](#)

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AGENDA ITEM NO. 9.C
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6132**, authorizing the Chief of Police to execute an Operational Agreement between the Lassen County Sheriff's Office and the Susanville Police Department for Implementation of the Lassen County Prevention and Education Program's Youth Service Officer (YSO) position through the Federally Administered Byrne-JAG Grant Program for a three-year term

PRESENTED BY: Ryan Cochran, Chief of Police

SUMMARY: In fall of 2019, City Council approved the hiring of one (1) Youth Service Officer to the Susanville Police Department and entered into an Operational Agreement with Lassen County Sheriff's Office to work together to implement the Lassen County Prevention & Education Program. This program through the efforts of the Sheriff's Office and the Susanville Police Department's Youth Service Officer (YSO) position has been extremely successful and further grant funds have been obtained to continue the goals of the prevention and education program. Attached is an agreement that will be effective from June 1, 2023 to December 31, 2026 and will provide funding for the salary and associated benefits of a full-time (up to 40 hours per week) Susanville Police Department Youth Services Officer from JAG state funds will be designated to the City of Susanville for their services (contingent on annual funding through JAG program). Amount of JAG state funds designated to the Susanville Police Department are estimated at \$82,502 year 1, \$89,172 year 2 and \$92,759 year 3.

Through the Lassen County Prevention & Education Program, the Lassen County Sheriff's Office will coordinate JAG services and activities with the Susanville Police Department's Youth Service Officer(YSO) through the following objectives:

- Project staff including, but not limited to the Susanville Police Departments Youth Services Officer, being readily available to assist all grant partners, on a full-time basis in the implementation of Life Skills Training, Safe Date, and Green Dot curriculum in High Schools and Middle Schools throughout Lassen County as well as Lassen College; and

- Attend regularly scheduled meetings occurring at least monthly between Lassen County Sheriffs Office Youth Services Officer, Behavioral Health's Prevention Specialists, Susanville Indian Rancheria's Indian Education Coordinator, Community Church's Youth Leader, to discuss strategies, timetables, and implementation of mandated services.
- Implementation of Safe Date and Life Skills Training Curriculum through the school based program in middle schools and high schools throughout Lassen County.
- Implementation of the Green Dot Program through community engagement and outreach.
- Reinstatement of the Life Skills Program through the Diversionary Program for delinquent youth;
- The Lassen County Sheriff, Susanville Chief of Police, Lassen County Chief of Probation, and Lassen County Health and Human Services' Director, Susanville Indian Rancheria Education Coordinator, and Community Church Youth Leader will meet at least quarterly to discuss the progress of the program, budget and administrative policies.

FISCAL IMPACT:

Receive Grant Funding as reimbursement for employee costs for the YSO Position at the Susanville Police Department (Fund 1009), \$82,502 in year 1, \$89,172 in year 2 and \$92,759 in year 3

ACTION REQUESTED:

Motion to approve Resolution No. 23-6132, authorizing the Chief of Police to execute an Operational Agreement between the Lassen County Sheriff's Office and the Susanville Police Department for Implementation of the Lassen County Prevention and Education Program's Youth Service Officer (YSO) position through the Federally Administered Byrne-JAG Grant Program for a three-year term

ATTACHMENTS:

[new jag grant.pdf](#)
[23-6132.pdf](#)

Operational Agreement

Between the Lassen County Sheriff's Office and Susanville Police Department

This Operational Agreement stands as evidence that the **Lassen County Sheriff's Office** and the **Susanville Police Department** intend to work together toward the goals outlined in the Three-Year JAG Strategy. Both agencies believe that implementation of the **Lassen County Prevention & Education Program** as described within this proposal, will further these goals. Each agency agrees to participate in the JAG Program, if selected for funding, as outlined herein.

The Lassen County Sheriff's Office project will closely coordinate JAG services and activities with the **Susanville Police Department** through:

- Project staff including, but not limited to the Susanville Police Departments Youth Services Officer, being readily available to assist all grant partners, on a full-time basis in the implementation of Life Skills Training, Safe Date, and Green Dot curriculum in High Schools and Middle Schools throughout Lassen County as well as Lassen College; and
- Attend regularly scheduled meetings occurring at least monthly between Lassen County Sheriff's Office Youth Services Officer, Behavioral Health's Prevention Specialists, Susanville Indian Rancheria's Indian Education Coordinator, Community Church's Youth Leader, to discuss strategies, timetables, and implementation of mandated services.

Specifically:

- Implementation of Safe Date and Life Skills Training Curriculum through the school-based program in middle schools and high schools throughout Lassen County.
- Implementation of the Green Dot Program through community engagement and outreach.
- Reinstatement of the Life Skills Program through the Diversionary Program for delinquent youth;
- The Lassen County Sheriff, Susanville Chief of Police, Lassen County Chief of Probation, and Lassen County Health and Human Services' Director, Susanville Indian Rancheria Education Coordinator, and Community Church Youth Leader will meet at least quarterly to discuss the progress of the program, budget and administrative policies.
- This Agreement will be effective from June 1, 2023 to December 31, 2026.
- Funding for the salary and associated benefits of a full-time (up to 40 hours per week) Susanville Police Department Youth Services Officer from JAG state funds will be designated to the City of Susanville for their services (contingent on annual funding through JAG program).
- Amount of JAG state funds designated to the Susanville Police Department are estimated at \$82,502 year 1, \$89,172 year 2 and \$92,759 year 3.

We the undersigned, as authorized representatives of **Lassen County Sheriff's Office** and **Susanville Police Department** do hereby approve this document.

Ryan Cochran, Chief of Police
Susanville Police Department

Dean Crowdon, Lassen County Sheriff-Coroner
Lassen County Sheriff's Office

Date

5/1/23
Date

RESOLUTION NO. 23-1632
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN OPERATIONAL AGREEMENT
BETWEEN THE LASSEN COUNTY SHERIFF'S OFFICE AND THE SUSANVILLE POLICE
DEPARTMENT FOR IMPLEMENTATION OF THE LASSEN COUNTY PREVENTION AND
EDUCATION PROGRAM'S YOUTH SERVICE OFFICER POSITION
THROUGH THE FEDERALLY ADMINISTERED BYRNE-JAG GRANT PROGRAM
FOR A THREE-YEAR TERM

WHEREAS, the Susanville Police Department recognizes the need to have a Youth Services Officer within the City of Susanville and County of Lassen; and

WHEREAS, the Lassen County Sheriff's Office has received funding from the Byrne-Jag Federally Administered Grant to continue funding the full-time employment of and cost of salary and benefits for a Youth Services Officer at the Susanville Police Department for a three-year term; and

WHEREAS, the position will be aware this is a grant funded position for three (3) years and is contingent on annual funding through the Byrne-Jag grant program; and

WHEREAS, the City needs to authorize the continuation of the full-time position to the Approved Positions List for the City of Susanville and the position's placement in the Miscellaneous Employees Bargaining Unit; and

WHEREAS, an Operational Agreement between the Lassen County Sheriff's Office and the Susanville Police Department must be executed to solidify the both agencies participation in the JAG Program.

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

1. Approves the position of Youth Services Officer under the Byrne-Jag Grant Program through the Lassen Co. Sheriff's Office, for a three (3) year time frame beginning June 1, 2023, through December 31, 2026, in the Miscellaneous Bargaining Unit; and
2. Authorizes the Chief of Police to execute the Operational Agreement between the Lassen County Sheriff's Office and the Susanville Police Department.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17th day of May 2023, by the following vote:

AYES:
NOES:

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ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: May 17, 2023

SUBJECT: CCC Closure Academic Research Presentation

PRESENTED BY: Dan Newton

SUMMARY: At its June 1, 2022, regular meeting, the City Council authorized the Mayor to sign a letter of support for research regarding the effects of prison closures on rural communities. Professor John Eason and his team have conducted research and will be presenting findings and recommendations to City Council.

FISCAL IMPACT: The closure of the California Correctional Center (CCC) may have a future impact on the city's operating revenues. However, to date, there have been no noticeable decreases in revenues or short-term revenue projections.

ACTION REQUESTED: Receive report regarding research team's finding and recommendations regarding how to responsibly close a prison facility.

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: May 17, 2023

SUBJECT: Consider the request from American Legion for funding to support their annual scholarship program.

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: Last year, members of the American Legion acted as volunteers for the city and cleaned out Hangar 3 at the Susanville Municipal Airport. Within Hangar 3, was an old partially dismantled helicopter. Mr. Robert Tyndall researched the history of the helicopter and found someone who was interested in owning it. At auction, the city received a bid in the amount of \$2,067. Mr. Tyndall has requested that the city donate \$2,067 to the American Legion to support their annual scholarship program for graduating high school seniors.

The city budgets \$5,000 annually for civic contributions. Supporting the American legion's scholarship program would be an appropriate use of civic contribution funds.

FISCAL IMPACT: TBD

ACTION REQUESTED: Discussion, direction to staff.

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Marci Rojas, Public Works

Action Date: May 17, 2023

SUBJECT: Discussion regarding citywide expiring telephone contracts

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: Our current communications contract is set to expire this year; each department is under contract with different end dates. We are asking city council to allow the Public Works Director to begin discussion with Wave Technologies to negotiate a contract. Wave Technologies would be able to provide an updated communication system that would work for all departments. By doing so the city's internal communication would be more efficient and there would be a savings cost as well.

FISCAL IMPACT: None

ACTION REQUESTED: Direction to staff

ATTACHMENTS:
[Proposal.pdf](#)

Proposal by Wave Technologies for
**The City of Susanville - Public Works Department,
City Hall, Fire Department and Police Department**



Wave Phones



T54W Phone Wifi / Bluetooth



Cell Phone Apps

Enterprise Features

- ❑ Call Reporting
- ❑ Call Recording
- ❑ Text with Clients
- ❑ Voicemail to Email Transcriptions
- ❑ Call Queues
- ❑ Call Backs
- ❑ Emails based on SLA's
- ❑ Barge / Listen / Whisper (staff training)
- ❑ Customizable Distinctive Ringtones
- ❑ Website Chat Integration
- ❑ E911 Advanced Notifications

- ❑ Unlimited Nationwide Calling
- ❑ Mobile Apps (iOS / Android)
- ❑ Web Client (PC based call dashboard)
- ❑ Site to Site Calling
- ❑ Paging / Intercom
- ❑ Call Forwarding
- ❑ Call Hold & Park
- ❑ Digital Receptionist / Auto Attendant
- ❑ Voicemail / Voicemail to Email
- ❑ Ring Mobile Simultaneously
- ❑ Inbound Fax
- ❑ Web Meeting
- ❑ Internal Office Chat

- 17 - Yealink T54W - \$199 - Large Quantity Pricing
- 01 - Session Border Controller with Remote Support - \$199
- 02 - Fax to Email Analog Adaptor - \$270
- 01 - Analog Line Adaptors \$50
- 00- Misc Parts (Phone Mounts, Patch Cords, Etc...) \$62.50
 - Cell Phone Apps for ios / Android (Included)
 - 1 Year Warranty on all Hardware Installed

Public Works Hardware Summary - \$1,306.50 | MRC \$690

- 06 - Yealink T54W - \$199 - Large Quantity Pricing \$1,194
- 16 - App iOS / Android users
- 01 - Analog Line Adaptors \$50
- 00- Misc Parts (Phone Mounts, Patch Cords, Etc...) \$62.50
 - Cell Phone Apps for ios / Android (Included)
 - 1 Year Warranty on all Hardware Installed

Fire Department Hardware Summary - \$1,057.50 | MRC \$150

- 5 - Yealink T54W - \$199 - Large Quantity Pricing
- 00- Misc Parts (Phone Mounts, Patch Cords, Etc...) \$62.50
 - Cell Phone Apps for ios / Android (Included)
 - 1 Year Warranty on all Hardware Installed

Police Department Hardware Summary \$2,635.50 | MRC \$405

- 11 - Yealink T54W - \$199 - Large Quantity Pricing
- 01 - Session Border Controller with Remote Support - \$199
- 01 - Fax to Email Analog Adaptor - \$135
- 01 - Analog Line Adaptors \$50
- 00- Misc Parts (Phone Mounts, Patch Cords, Etc...) \$62.50
 - Cell Phone Apps for ios / Android (Included)
 - 1 Year Warranty on all Hardware Installed

House Hardware Summary \$796 | MRC \$120

- 4 - Yealink T54W - \$199 - Large Quantity Pricing
 - Cell Phone Apps for ios / Android (Included)
 - 1 Year Warranty on all Hardware Installed

Bill Comparison - this is our best estimate after very careful review of all your phone line accounts.

530-252-1182-092998-8	\$494.88
530-257-1033-062795-8	\$328.01 - Staying AS IS. NOT Counted in Phone Cost Comparison
530-257-2960-060503-8	\$118.79
530-257-1000-062895-8	\$588.01
530-257-5603-011987-8	\$721.20
530-257-1182-110702-8	\$73.17
530-257-4725-030790-8	\$159.19
530-257-2845-120501-8	\$116.54
530-257-2520-111710-8	\$385.08 - Staying AS IS. NOT Counted in Phone Cost Comparison
530-257-1887-073021-8	\$65.98
530-257-1044-062795-8	\$146.16
530-257-1041-062795-8	\$695.03
530-257-3292-040489-8	\$183.39 - Staying AS IS. NOT Counted in Phone Cost Comparison
530-257-7098-102016-8	\$85.98 - Staying AS IS. NOT Counted in Phone Cost Comparison
530-257-1057-122894-8	\$198.73
Vonage Invoice - \$551.53	

City of Susanville	WAVE	MRC
Current Phone Service from Frontier / Vonage (poor to no support)		\$3,924.00
Wave Standard 59 Users 7 Analog Lines Support		\$1,980.00
Monthly Savings		\$1,944.00
1 Year Savings with Wave Negotiated Solution		\$23,328.00
5 Year Savings with Wave Solution (Rates can change)		\$116,640.00
*This is an phone savings estimate, exact pricing can change slightly.		

- Onsite Installation of phones and customer training
- Re-wiring analog lines and testing
- Place and test IP office phones.
- Onsite Customer Training
- Includes ongoing remote support in MRC
- E911 Multi Site Address Testing
- Verify and Test Call Flow and greetings
- Complete Installation, Testing and Training

Total Proposed Hardware Summary - \$9,760



- 43 - Yealink T54W - \$199 - Large Quantity Pricing - \$8,557
- 02 - Session Border Controller with Remote Support - \$398
- 03 - Fax to Email Analog Adaptor - \$405
- 03 - Analog Line Adaptors (PD, City Hall, Public Works) \$150
- 01 - FD Fax to Email - Included \$0
- 00- Misc Parts (Phone Mounts, Patch Cords, Etc...) \$250
 - Cell Phone Apps for ios / Android (Included)
 - 1 Year Warranty on all Hardware Installed



T54W **Advanced Office Phone**

Mid-level office phone, perfect for professionals with a moderate call load.

Key Features:

- ✓ Hi-Res Adjustable Full Color Display
- ✓ Bluetooth and Wifi Enabled
- ✓ Advanced Acoustics for Voice Clarity
- ✓ Supports up to 4 Cordless Handsets

Pricing Summary - \$19,475



Hardware - \$9,760 (One Time Cost)

Labor - \$9,700 (One Time Cost)

Monthly User Costs (Support, Phone Service Included) ***Additional Details Below

59 Users \$30 each

3 Traditional Fax Lines \$30 (City Hall 2 , PD 1) *Fire and Public Works will use inbound Fax to Email \$0

4 Analog Lines \$30 (City Hall Elevator, PD DoJ, Public Works 2 Scada)

Monthly Phone Cost - \$1,980 + tax if applicable

*****Includes, Support, Phone Lines and Service, Offsite Backups, Upgrades, Phone Firmware Updates, New Version Upgrades, Remote Support** (95% of service can be done remotely)

Some of the companies you may know that use Wave for their communications solutions.



RED BLUFF - TEHAMA COUNTY
CHAMBER OF COMMERCE



CHILDREN'S
Legacy Center



THE LEVI RODGERS
★ REAL ESTATE GROUP ★



CORONADO
VEIN CENTER



in the box

girls
inc.





Michael Solly

Project Manager & Operations

Phone Systems - Network Cabling - IP Cameras

Call or Text (530) 710-9494

1300 West St

Redding, CA 96001

[JoinTeamWave.com](https://www.jointeamwave.com)

[Online Meeting, Click to Meet](#)

AGENDA ITEM NO. 9.G
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cody Loflin, Building & Planning Division

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6133**, authorizing the City Administrator to execute a contract with Monath Construction for the abatement of nuisance conditions at 63 South Weatherlow Street and authorize the Finance Manager to modify the budget as necessary to complete abatement.

PRESENTED BY: Cody Loflin, Code Enforcement Officer II

SUMMARY: The commercial structure located at 63 South Weatherlow Street suffered major structural damage relating to an early morning commercial structure fire on March 14, 2019. The structure was deemed to be a dangerous building pursuant to the California Building Code and the 1997 Uniform Code for the Abatement of Dangerous Buildings. Additionally, the Susanville Municipal Code declares dangerous buildings to be a public nuisance and calls for their abatement.

Code Enforcement initiated a nuisance abatement case, and ordered the property owners, Ricardo Pellicer and Susan Morrison, to abate the property of nuisance conditions. This effort began on June 1, 2020. Code Enforcement continued to request compliance and eventually elevated enforcement efforts with the acquisition of a nuisance abatement order. The nuisance abatement order was approved by the Susanville Planning Commission on April 26, 2022. During the initial jurisdictional period, the City of Susanville attempted numerous times to persuade the property owners to voluntarily abate the nuisance to no avail. The Susanville Planning Commission approved the issuance of administrative penalties for failing to comply with the nuisance abatement order.

Towards the end of January 2023, Code Enforcement staff began meeting with the City Administrator, City Building Official, Public Works Director, Assistant Public Works Director of Engineering to

discuss the involuntary abatement and removal of conditions constituting a public nuisance. In preparation for the abatement work, Code Enforcement staff was able to obtain the services of Guzi-West Inspection and Consulting for the required Asbestos and Lead Paint Testing Survey. The survey was conducted on Friday March 3, 2023, with a completed report being returned to the City of Susanville on March 17, 2023.

Dan Newton, City Administrator, negotiated a contract with Monath Construction to demolish the remaining structure to the ground with the removal of debris from the demolition site to a local landfill. The parcel will then be filled by the contractor to mitigate dangerous fall conditions from the street level. The estimate for the work to be performed is estimated to be \$36,495.83. After the conclusion of the demolition and abatement of nuisance conditions, Code Enforcement will embark on cost recovery efforts. A detailed cost report will be presented to the City Council at a later date for approval and for the approval of liens and special assessment to be recorded against the property.

FISCAL IMPACT:

Modification to budget to cover the estimated costs of \$36,495.83 to perform the abatement work for 63 South Weatherlow Street. All costs to cover the abatement shall fall under Cost Recovery efforts by Code Enforcement which may include the recording of special assessments against the property, additional liens, or submittal to the Franchise Tax Board.

ACTION REQUESTED:

Motion to approve Resolution No. 23-6133, authorizing the City Administrator to execute a contract with Monath Construction for the abatement of nuisance conditions at 63 South Weatherlow Street and authorize the Finance Manager to modify the budget as necessary to complete abatement.

ATTACHMENTS:

[Monath Construction Estimate E-2272.pdf](#)
[23-6133.pdf](#)



Monath Construction

Lic. #: 1028187
805 Main ST. Unit M
Susanville, Ca 96130

(530) 310-4242
lancemonath@gmail.com

Building Demolition-

This is a cost for 63 South Weatherlow. We will demolish the rest of the building to the ground. Remove from the site to local landfill. Foundation will stay. Loose concrete will be removed with debris. Fill materials will be from excavation at Lincoln school that was complete last year. Material is dirt with light amounts of broken asphalt.

Estimate

Estimate Number: E-2272
Estimate Date: Mar 23, 2023
Estimate Expires: Jun 1, 2023

Customer

(City of Susanville)
66 North Lassen
Susanville, Ca 96130
eedholm@cityofsusanville.org

DESCRIPTION	PRICE
Product or Service	\$36,495.83
<u>01 Plans and Permits</u>	
Move equipment in and out	
<u>02 Site Work</u>	
Ground labor to clean and spot excavation	
<u>02.5 Equipment Cost: 2.51 Excavator</u>	
Demo house, load to truck for disposal	
<u>02.5 Equipment Cost: 2.53 Dump Truck</u>	
End Dump to transport debris & fill materials.	
<u>02.3 Demolition Fees</u>	
Based on 240 CY for a 1200 sq.ft. home.	
<u>06 Underground Utilities</u>	
Fill dirt to create a 2/1 slope from sidewalk to rear of property	
<u>02.5 Equipment Cost: 2.52 Bobcat</u>	
Slope fill material 2/1 on property. No compaction included	

	Subtotal	\$36,495.83
	Taxable Subtotal	\$0.00
	Tax 7.25%	\$0.00
	Total	\$36,495.83

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APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 9.H
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cody Loflin, Building & Planning Division

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6134**, authorizing the City Administrator to execute a contract with Monath Construction for the abatement of nuisance conditions at 67 South Weatherlow Street and authorize the Finance Manager to modify the budget as necessary to complete abatement.

PRESENTED BY: Cody Loflin, Code Enforcement Officer II

SUMMARY: The commercial structure located at 67 South Weatherlow Street suffered major structural damage relating to an early morning commercial structure fire on May 24, 2020. The structure was deemed to be a dangerous building pursuant to the California Building Code and the 1997 Uniform Code for the Abatement of Dangerous Buildings. Additionally, the Susanville Municipal Code declares dangerous buildings to be a public nuisance and calls for their abatement.

Code Enforcement initiated a nuisance abatement case, and ordered the property owners, Roland and Joanna Zimmerman, to abate the property of nuisance conditions. This effort began on June 1, 2020. Code Enforcement continued to request compliance and eventually elevated enforcement efforts with the acquisition of a nuisance abatement order. The nuisance abatement order was approved by the Susanville Planning Commission on May 12, 2022. During the initial jurisdictional period, the City of Susanville attempted numerous times to persuade the property owners to voluntarily abate the nuisance to no avail. The Susanville Planning Commission approved the issuance of administrative penalties for failing to comply with the nuisance abatement order.

Towards the end of January 2023, Code Enforcement staff began meeting with the City Administrator, City Building Official, Public Works Director, Assistant Public Works Director of Engineering to

discuss the involuntary abatement and removal of conditions constituting a public nuisance. In preparation for the abatement work, Code Enforcement staff was able to obtain the services of Guzi-West Inspection and Consulting for the required Asbestos and Lead Paint Testing Survey. The survey was conducted on Friday March 3, 2023, with a completed report being returned to the City of Susanville on March 17, 2023.

Dan Newton, City Administrator, negotiated a contract with Monath Construction to demolish the remaining structure to the ground with the removal of debris from the demolition site to a local landfill. The parcel will then be filled by the contractor to mitigate dangerous fall conditions from the street level. The estimate for the work to be performed is estimated to be \$38,903.02. After the conclusion of the demolition and abatement of nuisance conditions, Code Enforcement will embark on cost recovery efforts. A detailed cost report will be presented to the City Council at a later date for approval and for the approval of liens and special assessment to be recorded against the property.

FISCAL IMPACT:

Modification to budget to cover the estimated costs of \$38,903.02 to perform the abatement work for 67 South Weatherlow Street. All costs to cover the abatement shall fall under Cost Recovery efforts by Code Enforcement which may include the recording of special assessments against the property, additional liens, or submittal to the Franchise Tax Board.

ACTION REQUESTED:

Motion to approve Resolution No. 23-6134, authorizing the City Administrator to execute a contract with Monath Construction for the abatement of nuisance conditions at 67 South Weatherlow Street and authorize the Finance Manager to modify the budget as necessary to complete abatement.

ATTACHMENTS:

[Monath Construction Estimate E-2273.pdf](#)
[23-6134.pdf](#)



Monath Construction

Lic. #: 1028187
805 Main ST. Unit M
Susanville, Ca 96130

(530) 310-4242
lancemonath@gmail.com

Building Demolition- 67 South Weatherlow

We will demolish the rest of the building to the ground. Remove from the site to local landfill. Foundation will stay. Loose concrete will be removed with debris. Fill materials will be from excavation at Lincoln school that was complete last year. Material is dirt with light amounts of broken asphalt.

Estimate

Estimate Number: E-2273
Estimate Date: Mar 25, 2023
Estimate Expires: Jun 1, 2023

Customer

(City of Susanville)
eedholm@cityofsusanville.org

DESCRIPTION	PRICE
67 South Weatherlow Demo	\$38,903.02
<u>01 Plans and Permits</u>	
Move equipment in and out	
<u>02 Site Work</u>	
Ground labor to clean and spot excavation	
<u>02.5 Equipment Cost: 2.51 Excavator</u>	
Demo house, load to truck for disposal	
<u>02.5 Equipment Cost: 2.53 Dump Truck</u>	
End Dump to transport debris & fill materials.	
<u>02.3 Demolition Fees</u>	
Based on 240 CY for a 1200 sq.ft. home. Density Multiplier 1.1	
<u>06 Underground Utilities</u>	
Fill dirt to create a 2/1 slope from sidewalk to rear of property	
<u>02.5 Equipment Cost: 2.52 Bobcat</u>	
Slope fill material 2/1 on property. No compaction included	

	Subtotal	\$38,903.02
	Taxable Subtotal	\$0.00
	Tax 7.25%	\$0.00
	Total	\$38,903.02

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APPROVED AS TO FORM: _____
Margaret Long, City Attorney

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cody Loflin, Building & Planning Division

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6135**, authorizing the Finance Manager to modify the budget as necessary to complete the abatement of nuisance conditions at 59 South Weatherlow Street and 10 Santa Paula Street.

PRESENTED BY: Cody Loflin, Code Enforcement Officer II

SUMMARY: Two subject properties within the City of Susanville have been subject to a Nuisance Abatement Order issued by the Susanville Planning Commission. To date, the subject properties have not been voluntarily abated by the property owner and are still declared nuisances. Due to the failure to comply with all requests and orders by Code Enforcement, the City of Susanville is now in a position to conduct the abatement work utilizing city forces. In order to complete the abatement of nuisance conditions at these properties, a request is being made to authorize the Finance Manager to modify the budget as necessary to complete the work needed to abate and remove the conditions constituting a public nuisance at 59 South Weatherlow Street and 10 Santa Paula Street.

59 South Weatherlow Street:

59 South Weatherlow Street is a vacant lot owned by Ricardo Pellicer and Susan Morrison. This vacant parcel sits due north of the nuisance property located at 63 South Weatherlow Street, also owned by Ricardo Pellicer and Susan Morrison.

Currently, the vacant property is an attractive nuisance to Susanville's transient population. Evidence of a transient encampment is apparent based on the numerous household items and personal effects that have been abandoned on the parcel. Additionally, the wooden fence

protecting the public from an approximate 10-foot fall has been subjected to frequent vandalism and has been repaired by city forces. To ensure the protection of the public health, safety and welfare, this property will also be cleared of discarded items and will be filled to mitigate a falling hazard from the sidewalk. Upon the conclusion of the abatement work, the costs associated with the abatement will be presented to the city council for further consideration and approval. Anticipated fiscal impact for 59 South Weatherlow Street is estimated to be \$5,000.00.

10 Santa Paula Street:

The single-family residential structure at 10 Santa Paula Street has been a nuisance property for several years. The City of Susanville has previously conducted abandoned and inoperable vehicle abatements in addition to trash and debris nuisance abatements. The current case on this property was initiated by Code Enforcement on April 30, 2021. After a year of failing to gain compliance with an unwilling property owner, Susanville Code Enforcement brought the matter to the Susanville Planning Commission for the issuance of a Nuisance Abatement Order.

On May 12, 2022, the Susanville Planning Commission heard testimony from several members of the public with an interest in the property of 10 Santa Paula Street. It was learned at this time that the property owner had recently passed away and that his brother was asserting himself as an interested party and would be willing to clean the property up. Unfortunately, the property was not cleaned prior to the compliance deadline.

On February 16, 2023, Susanville Code Enforcement became aware of a property transfer involving the subject property of 10 Santa Paula Street. The property transferred, via a default tax sale, by Lassen County on May 16, 2022. A new Nuisance Abatement Order was sought with the updated owner information. The abatement order was approved and served upon the new owner. Antonio Barrera, the new owner of 10 Santa Paula, has not complied with the order and the City of Susanville intends to move forward with the abatement of nuisance conditions.

The City of Susanville intends to utilize its own forces to abate nuisance conditions at this property.

Scope of Work:

Abatement work is anticipated to last for one full week. A team consisting of the Building Official, Code Enforcement Officer, and two Public Works employees will remove and dispose of all abandoned and discarded appliances, debris, garbage, furnishings, junk, rubbish, rubble, trash, and an assortment of miscellaneous items within the approximately 5,000 square foot lot. The removal of an abandoned vehicle will require the assistance of a local towing company. The 2-story 960 square foot residential structure will be demolished, and all demolition debris will be transported to a local land fill for disposal. The abatement shall require the renting of an excavator and utilization of public works equipment. Finally, city staff will grade the cleared empty parcel and will repair the rear fence adjacent to the alley. Anticipated fiscal impact for 10 Santa Paula Street is estimated to be \$15,000.00

FISCAL IMPACT:

Modification in the budget as necessary to complete the abatement of nuisance conditions. An estimated cost of \$5,000.00 is anticipated for abatement work with 59 South Weatherlow Street. An estimated cost of \$15,000.00 is anticipated for abatement work at 10 Santa Paula Street. All costs associated with the abatement work shall fall within the Code Enforcement Cost Recovery effort. Subsequent recording of special assessment, liens, or transmittal to the Franchise Tax Board may be warranted to recover costs incurred by the City of Susanville for the abatement of public nuisance conditions.

ACTION REQUESTED:

Motion to approve Resolution No. 23-6135, authorizing the Finance Manager to modify the budget as necessary to complete the abatement of nuisance conditions at 59 South Weatherlow Street and 10 Santa Paula Street.

ATTACHMENTS:

[23-6135.pdf](#)

RESOLUTION NO. 23-6135
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE FINANCE MANAGER TO INCREASE THE 1011 BUDGET TO
FUND THE ABATEMENT OF NUISANCE CONDITIONS AT
59 SOUTH WEATHERLOW STREET AND 10 SANTA PAULA STREET

WHEREAS, California Government Code Sections 36901, 38771, and 38773.5(a) authorizes the City of Susanville to enact ordinances declaring what constitutes a nuisance, the procedures for abating nuisance conditions, providing for the recovery of costs and attorney fees to abate the nuisance, and providing for the collection of civil penalties; and

WHEREAS, the City of Susanville City Council adopted Ordinance 17-1011 on June 7, 2017, that declares what constitutes a nuisance, and adopted Chapter 8.32 of the Susanville Municipal Code to outline the procedures for abating nuisance conditions and for the collection of civil penalties; and

WHEREAS, the City of Susanville has declared and ordered the abatement of conditions constituting a public nuisance at 59 South Weatherlow Street and said declaration has been upheld by the Susanville Planning Commission acting on behalf of the City of Susanville as the Nuisance Abatement Hearing Board without appeal to the Susanville City Council; and

WHEREAS, the property owners 59 South Weatherlow Street, Ricardo Pellicer and Susan Morrison, have failed to comply with all notices and orders issued by the City of Susanville and the condition of real property at 59 South Weatherlow Street continues to foster nuisance conditions; and

WHEREAS, the City of Susanville has declared and ordered the abatement of conditions constituting a public nuisance at 10 Santa Paula Street and said declaration has been upheld by the Susanville Planning Commission acting on behalf of the City of Susanville as the Nuisance Abatement Hearing Board without appeal to the Susanville City Council; and

WHEREAS, the property owner of 10 Santa Paula Street, Antonio Barrera, has failed to comply with all notices and orders issued by the City of Susanville and the condition of real property at 59 South Weatherlow Street continues to foster nuisance conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes Finance Manager to increase the 1011 budget to fund the abatement of nuisance conditions at 59 South Weatherlow Street and 10 Santa Paula Street in the amount of \$20,000.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17th day of May 2023, by the following vote:

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AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Victoria Estrada, Police

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6136**, authorizing Chief of Police to accept funds from The California Board and State Community Corrections (BSCC), Officer Wellness and Mental Health Grant Program and accepting \$15,000 in grant funding through the program established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022).

PRESENTED BY: Ryan Cochran, Chief of Police

SUMMARY: The Susanville Police Department has received a check in the amount of \$15,000 from the BSCC-Officer Wellness and Mental Health Grant Program, established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022), provides \$50 million for city and county law enforcement agencies for the purposes of improving officer wellness and expanding mental health sources. The funding may be used for any of the following purposes:

- Establishing or expanding officer wellness units
- Establishing or expanding peer support units
- Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement
- Expanding multiagency mutual aid programs focused on officer wellness and mental health
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness

FISCAL IMPACT: \$15,000 grant funding

ACTION REQUESTED: Motion to approve **Resolution No. 23-6136**, authorizing Chief of Police to Execute Standard Agreement with The California Board and State Community Corrections (BSCC), Officer Wellness and Mental Health Grant Program and accepting \$15,000 in grant funding through the program established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022).

ATTACHMENTS:

[BCSS Officer Wellness and Mental Health Grant Program Overview.pdf](#)
[23-6136.pdf](#)



Officer Wellness and Mental Health Grant Program

Overview

The Officer Wellness and Mental Health Grant Program, established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022), provides \$50 million for city and county law enforcement agencies for the purpose of improving officer wellness and expanding mental health sources. The funding may be used for any of the following purposes:

- Establishing or expanding officer wellness units
- Establishing or expanding peer support units
- Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement
- Expanding multiagency mutual aid programs focused on officer wellness and mental health
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness

Frequently Asked Questions

Answers to frequently asked questions are available to assist grant recipients with becoming familiar with the grant program. The responses are organized within the following topics:

Frequently Asked Questions (FAQs)

- Grant Overview
- Use of Funds
- POST Resources
- Reporting Requirements
- Retention of Records
- Questions or Technical Assistance

Funding Allocations and Disbursement

The Funding Distribution Schedule includes the allocation of funds each agency was awarded. The allocation of funds for each eligible agency was determined based on the number of peace officers described in Penal Code section 830.1 that are employed.

Funding Distribution Schedule

A check for the full award was sent to eligible law enforcement agencies.

The funding allocation and disbursement of grant funds was announced by BSCC Chair Linda Penner in a memorandum that was sent to all police chiefs and sheriffs. memo

Reporting Requirements

Recipients will submit information related to the Officer Wellness grant annually. A Data Reporting Guide has been created to assist with the reporting requirements.

Data Reporting Guide

Annual Report

- Recipients of the funds will submit a brief, annual report due **December 1, 2023 and December 1, 2024.**
 - **Annual Report** – link to form:
<https://app.smartsheet.com/b/form/b436ae94bd1145bc80415d1ee199ed8e>

Final Impact and Expenditure Report

- Recipients will submit a final impact and expenditure report describing how funding was used and the impact of the resources by **December 1, 2025.**
 - **Final Impact Report** – link to form:
<https://app.smartsheet.com/b/form/9b8bb2fd685244b58652caed03189d6c>
 - **Expenditure Report:**
The expenditure portion of the final report will be an Excel file that will be attached to the Final Impact Report form. Excel files will be customized for each grantee and emailed to each agency individually.
 - **A sample template is available for grantees to view** [here](#).

Reporting Requirements Webinars

- Final Impact and Expenditure Report due December 1, 2025
 - A webinar reviewing the reporting requirements for the Final Impact and Expenditure Report was held on April 26, 2023
 - **A recording of the webinar can be found here:**
<https://youtu.be/ILW6j0DV09I>
 - Materials from webinar
 - Pre-Post Assessment and Control Group slides
 - Annual Report – Word version
 - Final Impact Report – Word version
 - FAQs from the webinar will be sent out to all contacts and questions will be incorporated into the FAQ document. An updated FAQ document will be posted in the near future with these questions.
- Annual Reports due December 1, 2023 and December 1 2024
 - **A webinar will be held on June 6, 2023 from 10:00am – 11:00am** to review the reporting requirements for the Annual Reports
 - Meeting link:
 - <https://us02web.zoom.us/j/85097574719?pwd=OGVjK2paOEN2TWlWZWwNc0NlWREU2JOQT09>
 - Meeting ID: 850 9757 4719
Passcode: 467895
One tap mobile
+16699009128,,85097574719#,,,,*467895# US (San Jose)
+16694449171,,85097574719#,,,,*467895# US
 - Dial by your location
+1 669 900 9128 US (San Jose)
+1 669 444 9171 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 719 359 4580 US
+1 253 205 0468 US
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 689 278 1000 US
+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US

Meeting ID: 850 9757 4719

Passcode: 467895

Find your local number: <https://us02web.zoom.us/j/kejKcoLcgi>

- In the event you are unable to attend, the webinar will be recorded and posted to this webpage.

Resources

- **Commission on Peace Officer Standards and Training (POST) – Organizational Wellness and Resilience:** <https://post.ca.gov/Wellness>
Resources available to law enforcement agencies related to officer wellness, including contacts at other agencies who have established officer wellness programs and available training courses and videos.
- **International Association of Chiefs of Police (IACP) – Officer Health and Wellness:** <https://www.theiacp.org/resources/document/officer-health-and-wellness>
Collection of resources that support the safety, health, and wellness of every officer that may be used when developing comprehensive officer safety and wellness strategies, including topics such as building resilience, injury prevention, peer support programs, physical fitness, proper nutrition, stress, mindfulness, suicide prevention, and more.
 - **Fitness Program Development Considerations:**
<https://www.theiacp.org/sites/default/files/2018-09/Fitness%20Document.pdf>
- **International Association of Chiefs of Police (IACP) – Police Chief Magazine – Officer Safety & Wellness:**
<https://www.policechiefmagazine.org/category/topics/officer-safety-wellness/>
 - **Focus on Officer Wellness: Officer Wellness Programs – Research Evidence and a Call to Action:**
<https://www.policechiefmagazine.org/fow-officer-wellness-programs/>
 - **IACP@Work: Peer Support in Small and Rural Agencies:**
<https://www.policechiefmagazine.org/iacpwork-peer-support-small-rural-agencies/>
 - **Designing a Wellness Program for Smaller Police Departments:**
<https://www.policechiefmagazine.org/designing-wellness-program-smaller-pd/>
- **U.S. Department of Justice – Officer Safety and Wellness Resources:**
<https://www.justice.gov/asg/officer-safety-and-wellness-resources>
- **U.S. Department of Justice, Bureau of Justice Assistance (BJA) – Ensuring Officer Health and Wellness During Difficult Times:**
<https://bja.ojp.gov/news/blog/ensuring-officer-health-and-wellness-during-difficult-times>
 - **VALOR – Officer Safety and Wellness Program:**
<https://www.valorforblue.org/Home>
- **U.S. Department of Justice, Community Oriented Policing Services (COPS) – Officer Safety and Wellness:** <https://cops.usdoj.gov/officersafetyandwellness>

- **Building and Sustaining an Officer Wellness Program – Lessons Learned from the San Diego Police Department:**
<https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-W0863>
- **Making Officer Safety and Wellness Priority One – A Guide to Educational Campaigns:** <https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P300>
- **U.S. Department of Justice, Community Oriented Policing Services (COPS) – Resource Center:** <https://cops.usdoj.gov/RIC/ric.php>
 - **Law Enforcement Mental Health and Wellness Programs – Eleven Case Studies:** <https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P371>
 - **Law Enforcement Mental Health and Wellness Act – Report to Congress:** <https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P370>
 - **Promising Strategies for Strengthening Police Department Wellness Programs – Findings and Recommendations from the Officer Safety and Wellness Technical Assistance Project:**
<https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-W0964>
 - **Preparing for the Unimaginable – How Chiefs Can Safeguard Officer Mental Health Before and After Mass Casualty Events:**
<https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P347>
 - **Officer Safety and Wellness Group Meeting Summary: Improving Law Enforcement Resilience – Lessons and Recommendations:**
<https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P362>
 - **Wellness Provider Vetting Guide:** <https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-W0963>
- **California Department of Corrections and Rehabilitation (CDCR) – Office of Employee Wellness:** <https://www.cdcr.ca.gov/wellness/>
- **Society for Human Resource Management (SHRM) – How to Establish and Design a Wellness Program:** <https://www.shrm.org/resourcesandtools/tools-and-samples/how-to-guides/pages/howtoestablishanddesignawellnessprogram.aspx>

Questions

If you have additional questions about BSCC's Officer Wellness and Mental Health Grant Program, please send them to OfficerWellnessGrant@bscc.ca.gov

RESOLUTION NO. 23-6136
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE STANDARD AGREEMENT WITH THE
CALIFORNIA BOARD AND STATE OF COMMUNITY CORRECTIONS, OFFICER
WELLNESS AND MENTAL HEALTH GRANT PROGRAM, ACCEPTING \$15,000 IN GRANT
FUNDING THROUGH THE PROGRAM ESTABLISHED IN THE 2022 BUDGET ACT
(ASSEMBLY BILL 178, CHAPTER 45, STATUTES OF 2022) AND AUTHORIZES THE
FINANCE MANAGER TO MODIFY BUDGET AS NECESSARY

WHEREAS, the Susanville Police Department is responsible for providing public safety within the City of Susanville; and

WHEREAS, the Susanville Police Department has identified needs for Officer wellness and mental health programs for the purpose of improving officer wellness and expanding mental health sources; and

WHEREAS, the Susanville Police Department has been awarded grant funding through the BSCC-Officer Wellness and Mental Health Grant Program, in the amount of \$15,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the city of Susanville hereby:

1. Accepts the California Board and State Community Corrections (BSCC), Officer Wellness and Mental Health Grant in the amount of \$15,000 through the program established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022); and
2. Authorizes the Chief of Police to execute standard agreement with the BSCC-officer Wellness and Mental Health Program; and
3. Authorizes the Finance Manager to modify the budget as necessary to accommodate the expenditure of grant funds.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17th day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

AGENDA ITEM NO. 9.K
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6137**, authorizing the City Administrator to sign a contract with Williams Custom Concrete to replace sidewalk at various locations along Main Street (State Route 36)

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: Each year, Caltrans provides the City with \$16,000 for the repair and replacement of concrete sidewalk along Main Street. Upon request, some years the State will provide an additional \$16,000 which is the case this year. The Public Works Department has been notified the funds are available and need to be spent prior to the end of this fiscal year.

City staff met with Caltrans staff and determined areas of sidewalk to be replaced along Main Street. City staff has received a quote from Williams Custom Concrete to replace existing sidewalk along Main Street as identified in the field visit. Due to the project being less than \$60,000 no formal bidding process is required.

FISCAL IMPACT: Estimated project cost not to exceed \$32,000. This project is reimbursed through the City's maintenance agreement with Caltrans.

ACTION REQUESTED: Motion to approve Resolution No. 23-6137, authorizing the City Administrator to sign a contract with Williams Custom Concrete to replace sidewalk at various locations along Main Street (State Route 36)

ATTACHMENTS:
[2023 Main St Sidewalk Replacement.pdf](#)
[23-6137.pdf](#)



NOTES:

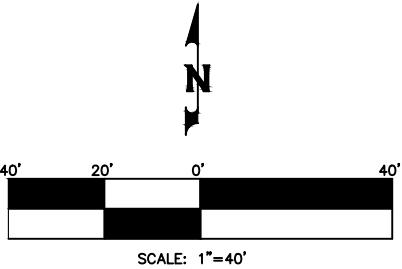
1. ALL EXISTING UTILITY LOCATIONS, SIZES, AND DESCRIPTIONS AS SHOWN ON THESE DRAWINGS ARE FROM SURFACE OBSERVATIONS USED IN CONJUNCTION WITH WITH AVAILABLE RECORDS, REFERENCE MAPS, DRAWINGS AND MAY NOT BE WHOLLY ACCURATE OR RELIABLE. CONTRACTOR SHOULD NOTE THAT ONLY SURFACE UTILITIES ARE SHOWN HOWEVER UNDERGROUND PIPES, CONDUITS, AND UTILITIES ARE PRESENT. CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO EXISTING UNDERGROUND UTILITIES.
2. CURB & GUTTER, SIDEWALK, AND DRIVEWAY REMOVAL LIMITS SHALL BE TO THE EXISTING JOINTS UNLESS OTHERWISE APPROVED.
3. EXISTING LANDSCAPING LOCATED OUTSIDE OF THE PROJECT LIMITS SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE. EXISTING BUSHES AND TREES REQUIRING TRIMMING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT WITH NO DIRECT PAYMENT UNLESS OTHERWISE NOTED.
4. ALL ROADSIDE SIGNAGE, UTILITIES, AND IMPROVEMENTS SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
5. CONTRACTOR SHALL VERIFY CONSTANT GRADE (0.4% MIN.) IN ALL GUTTERS PRIOR TO POURING/PLACING CURB, GUTTER, VALLEY GUTTER OR AC DIKE. CONTRACTOR SHALL NOTIFY CITY ENGINEER OF ANY LOCALIZED LOW POINTS IN NEW GUTTER PRIOR TO POURING.

LEGEND

 REMOVE AND REPACE PCC CONCRETE

SUMMARY OF CONSTRUCTION QUANTITIES

SIDEWALK 1,384 SF
DRIVEWAY APPROACH 360 SF



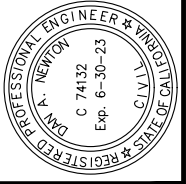
CITY OF SUSANVILLE
PUBLIC WORKS DEPARTMENT
720 SOUTH STREET
SUSANVILLE, CA 96130
530-257-1041



IMPROVEMENT PLANS FOR
2022 MAIN ST SIDEWALK REPLACEMENT PROJECT
PROJECT NUMBER 23-02

SHEET NO.
C1.1

DATE: APRIL 2022	NO.	DESCRIPTION	DATE
SCALE: 1"=XX'			
DESIGNED BY: EJE			
DRAWN BY: EJE			
CHECKED BY: DAN			



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AGENDA ITEM NO. 9.L
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: May 17, 2023

SUBJECT: Consider **Resolution No. 23-6138**, authorizing Mayor to sign Amendment No. 3 to Agreement No. 19-03 Between REY and the city of Susanville for the design phase of South East Gateway Project.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: The City has been working to develop the S.E. Gateway project. Construction phase was allocated in March of 2023 and project is to be awarded by the end of September 2023. Additional drainage design was needed during the final design phase of the project. Due to staffing shortages staff is not be able to complete some elements of the design/construction engineering work that were originally planned. REY engineering is able to complete the additional work at a cost of \$50,300. Extra work items include: Drainage Report / Deficiency Resolution, Caltrans Coordination and Document Preparation, Quality Management Plan, Bid Period Service (24 hrs est), Additional Project Management (3 months). There is adequate funding available using RMRA funding to complete the work

FISCAL IMPACT: Increase Contract Amount of \$50,300 using Road Maintenance and Rehabilitation Account Funds.

ACTION REQUESTED: Motion to approve Resolution No. 23-6138, authorizing Mayor to sign Amendment No. 3 to Agreement No. 19-03 Between REY and the city of Susanville for the design phase of S.E. Gateway Project.

ATTACHMENTS:
[211006_Amendment_REY_SE_Gateway_3.pdf](#)
[23-6138.pdf](#)

**AMENDMENT NO. 3 TO AGREEMENT No. 19-03 BETWEEN REY AND CITY OF SUSANVILLE FOR
DESIGN PHASE OF S.E. GATEWAY PROJECT**

This Amendment No. 3 to the Agreement for Design Services, dated July 3rd, 2019 ("Agreement"), between R.E.Y. Engineers Inc. (Consultant) and the City of Susanville ("City") is made and entered into this 17th day of May, 2023.

RECITALS

WHEREAS, the S.E. gateway project is a City sponsored project located on SR 36 (Main Street in Susanville) with Caltrans providing project oversight; and

WHEREAS, as part of the review process, additional scope items have been identified as necessary to complete the design phase of the project; and

WHEREAS, Consultant has provided City with a proposal to complete the additions work items, attached hereto as Exhibit A; and

WHEREAS, the additional work items include:

- Drainage Report/Deficiency Resolution
- Caltrans Coordination and Documentation Preparation
- Quality Management Plan
- Bid Period Service (24 hrs est)
- Additional Project Management (3 months)

WHEREAS, additional work items are estimated at a cost of \$50,300; and

WHEREAS, the City has additional capacity in RMRA funding to cover the additional \$50,300; and

WHEREAS, the term of the agreement expires on June 30, 2023; and

WHEREAS, the Agreement provides for a term extension if mutually agreed to by both parties.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

- 1) ARTICLE 2: TERM; Agreement Term is extended to December 31, 2023
- 2) ARTICLE 4: SCOPE OF SERVICES AND COMPENSATION; Scope of Services is modified to include the following and as detailed in Exhibit A:
 - Drainage Report / Deficiency Resolution
 - Caltrans Coordination and Documentation Preparation
 - Quality Management Plan
 - Bid Period Service (24 hrs est)
 - Additional Project Management (3 months)
- 3) ARTICLE 4 & 5; Not to exceed cost is increased from \$255,504 to \$305,804

2. Remaining Terms Unaffected

Except as expressly provided herein, nothing in this Amendment No. 3 shall be deemed to waive or modify

any of the other provisions of the Agreement or prior amendments. In the event of any conflict between this Amendment No. 3 and the Agreement, or any previous amendments, the terms of this Amendment No. 3 shall prevail.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as the date herein set forth.

Approved by City:

Quincy McCourt, Mayor

Date: _____

Attest:

Heidi Whitlock, City Clerk

Date: _____

Approved as to Form:

Margaret Long, Susanville City Attorney

Date: _____

Approved by Consultant:

By: _____

Date: _____

Name: _____

Address: _____

RESOLUTION NO. 23-6138
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AMENDMENT 3 TO SE GATEWAY DESIGN AGREEMENT AND
AUTHORIZING THE USE OF RMRA FUNDS TO COMPLETE THE WORK

WHEREAS, the S.E. gateway project is a city sponsored project on SR 36 (Main Street in Susanville) with Caltrans providing project oversight; and

WHEREAS, as part of the review process, additional scope items have been identified as necessary to complete the design phase of the project; and

WHEREAS, Consultant has provided City with a proposal to complete the additional work items to include:

- Drainage Report/Deficiency Resolution
- Caltrans Coordination and Documentation Preparation
- Quality Management Plan
- Bid Period Service (24 hrs est)
- Additional Project Management (3 months); and

WHEREAS, said additional work items are estimated at a cost of \$50,300; and

WHEREAS, the City has additional capacity in RMRA funding to cover the additional \$50,300; and

WHEREAS, the term of the agreement expires on June 30, 2023; and

WHEREAS, the Agreement provides for a term extension if mutually agreed to by both parties.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes the Mayor to execute Amendment 3 to Agreement No. 19-03 between R.E.Y Engineers Inc. and the City of Susanville and further authorizes the Finance Manager to modify budget as necessary to utilize RMRA funds to complete the project design in the amount of \$50,300.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 17th day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

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APPROVED AS TO FORM: _____
Margaret Long, City Attorney

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: May 17, 2023

SUBJECT: Proclamations

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: From time to time the city receives requests for proclamations from community organizations. Recently, a discussion regarding how to acknowledge local businesses in the community that have achieved significant milestones and/or anniversaries prompted the need for council consideration. Many communities have adopted policies and procedures regarding proclamations. Council may wish to provide direction to staff to research and prepare a proclamation policy.

FISCAL IMPACT: None.

ACTION REQUESTED: Discussion with possible direction to staff

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: May 17, 2023

SUBJECT: City Project Priorities

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The City of Susanville is dedicated to providing essential services to residents/customers through the efforts and actions of four city departments, Administration, Fire, Police and Public Works. The Susanville City Council has adopted four (4) priorities for city staff to focus on when providing city services.

Four (4) Priorities of City Council

- Transparency
- Improve Susan River Trail
- Code Enforcement
- Improve Main Street

The City provides a variety of essential services such as law enforcement, fire/life safety, parks, water, natural gas, streets, development services, and many other community amenities, such as golf course, community pool, and the airport. In the provision of these services, several items come up during the work week, procedural clarifications, policy interpretations, complaints, human resource items, financial services, and staff development, just to name a few. It is estimated that over 90% of staff's time is spent handling day to day operations, and less than 10% of staff time is available for project delivery work.

The city posts a project priority list on the city's website and is attached for council's review and discussion. The list is not comprehensive but is representative of items to which the city is

dedicating its staffing resources from a project stand point.

Staff is seeking a discussion and possible direction.

FISCAL IMPACT: None

ACTION REQUESTED: Direction to Staff

ATTACHMENTS:

[230517 City Project Priorities - Staff Report.docx](#)

City of Susanville Work Priorities

May 17, 2023

The City of Susanville is dedicated to providing essential services to residents/customers through the efforts and actions of four city departments, Administration, Fire, Police and Public Works. The Susanville City Council has adopted four (4) priorities for city staff to focus on when providing city services.

The City provides a variety of essential services such as law enforcement, fire/life safety, parks, water, natural gas, streets, development services, and many other community amenities, such as golf course, community pool, and the airport. In the provision of these services, several items come up during the work week, procedural clarifications, policy interpretations, complaints, human resource items, financial services, staff development just to name a few. It is estimated that over 90% of staff's time is spent handling day to day operations, and less than 10% of staff time is available for project delivery work.

Four (4) Priorities of City Council

- Transparency
- Improve Susan River Trail
- Code Enforcement
- Improve Main Street

Additional Priorities

- Provision of Essential Services
- Homelessness
- Enhancement of Economic Development Efforts
- Infrastructure Improvements
- Code Updates and Policies

Work Program Item Focus.

- Address dogs-at-large issue – Provision of Essential Services – Provide Report
- Employee Bargaining: Provision of Essential Services – in progress
- Economic Development Director Recruitment - Enhancement of Economic Development Efforts
- Public Facility Impact Fee – Self-Storage Analysis – Consultant Services Research Provision of Essential Services – Provide Report
- Conduct HUSA Survey: Enhancement of Economic Development Efforts; Improve Main Street – Provide Report
- FY 2023/2024 Budget Preparation: Provision of Essential Services – Provide a report.
- Purchasing Policy/Code Update - Provision of Essential Services; Enhancement of Economic Development Efforts; Code Updates and Policies
- Economic Development – Agency Culture, Core Values, Efficiency, Professional Development, Community Engagement Provision of Essential Services; Enhancement of Economic Development Efforts; - Employee recognition committee

- Susan River Vegetation Clearing – project planning **Provision of Essential Services; Enhancement of Economic Development Efforts**; - Report on the cleaning operation.
 - Research Master Sales Tax Agreement Process Develop Project Schedule – **Enhancement of Economic Development Efforts**.
 - City Municipal Code Title 10 (Parking Regulation) Update - **Provision of Essential Services; Enhancement of Economic Development Efforts; Code Updates and Policies**
 - Water Rate Study: **Provision of Essential Services; Transparency**
 - Community Garden Sink - **Infrastructure Improvements**
 - Engineering and Traffic Surveys (Top 3 Local Roads) - **Provision of Essential Services**
 - HUSA Survey Analysis: **Enhancement of Economic Development Efforts; Improve Main Street** – Provide report
 - 63 & 67 South Weatherlow Abatement - **Code Enforcement; Improve Main Street**
-

- CDBG CV 2/3 Grant: Memorial Park Bathroom Plans/Bid - **Infrastructure Improvements**
 - CDBG CV 2/3 Grant: Crossroads walk-in freezer Plans/Bid - **Infrastructure Improvements**
 - Prioritize Code/Policies for improvements: **Transparency; Code Enforcement; Provision of Essential Services; Enhancement of Economic Development Efforts; Code Updates and Policies.**
 - Employee Evaluation Software Change: **Provision of Essential Services**
 - Volunteer Trail Patrol – **Improve Susan River Trail**
 - Strategic Plan: **Transparency; Provision of Essential Services; Enhancement of Economic Development Efforts;**
 - Section 115 Trust: **Provision of Essential Services;**
 - Lassen County Animal Shelter – Budget Participation
 - Publish EDIP Framework: **Enhancement of Economic Development Efforts**
 - Engineering and Traffic Surveys (Top Collectors) - **Provision of Essential Services**
 - SE Gateway – Construction Documents – Bid - **Improve Main Street**
 - Explore options for golf course lease – **Enhancement of Economic Development Efforts**
 - Meeting Live Stream Project and Council Chamber Technology Improvements – **Transparency**
 - Volunteer Fire Fighter MOU – **Provision of Essential Services**
 - Assessment of Public Works capacity to conduct natural gas appliance service calls - **Provision of Essential Services**
 - Airport FBO/Manager RFP Development – **Provision of Essential Services**
 - St. Francis Abatement – Code Enforcement; **Improve Main Street**
 - Geothermal Utility Ramsey Ditch Agreement – **Provision of Essential Services; Infrastructure Improvements**
 - Special Use Permit procedure assessment for large events; **Enhancement of Economic Development Efforts, Provision of Essential Services.**
-

- Per Capita Grant: Memorial Park Pump Track Installation – **Infrastructure Improvements**
- Fire Hazard Map – Monitor/Research/Comment; **Provision of Essential Services**

- General Plan Update – [Enhancement of Economic Development Efforts](#); [Provision of Essential Services](#)
- Dog/Animal Control Ordinance review – [Provision of Essential Services](#)
- Fire Training Agreement update/written agreement. Fire Chief to set up a meeting with the group that uses the facility. – [Provision of Essential Services](#)
- Safety Program Updates – Public Works / Fire / Police – IIPP – [Provision of Essential Services](#)
- Community Garden Electrical Panel - [Infrastructure Improvements](#)
- CDBG CV 2/3 Grant: Memorial Park Bathroom Installation - [Infrastructure Improvements](#)
- Riverside Dr. Trail – Project Development / Design - [Infrastructure Improvements](#)
- Susanville River Corridor Vegetation Clearing – [Improve Susan River Trail](#)
- Recruitment for Economic Development Director Position - [Enhancement of Economic Development Efforts](#)
- Employee Development Training Assessment - [Enhancement of Economic Development Efforts](#) - [Provision of Essential Services](#)
- Broadband Network Design Project (Local Agency Technical Assistance Grant) – [Infrastructure Improvements](#)
- Surplus of city property – In Progress
- Phone System Upgrade – [Provision of Essential Services](#)
- Sierra Road Complex – Urban Farming/Compost – Enhancement of Economic Development Efforts
- SE Gateway Construction - [Improve Main Street](#)
- Riverside Dr. Trail Project Development PS&E: [Improve Susan River Trail](#); [Infrastructure Improvements](#)
- Riverside Dr. Trail Project Development R/W: [Improve Susan River Trail](#); [Infrastructure Improvements](#)
- Johnstonville Road Water Line Replacement - [Provision of Essential Services](#)
- City Hall Interior Repairs - [Infrastructure Improvements](#)
- Fire Department Heating System Repairs - [Infrastructure Improvements](#)
- Police Department Roof - [Infrastructure Improvements](#)
- Public Works Department Roof - [Infrastructure Improvements](#)
- Assessment of Public Works providing maintenance of Police and Fire Vehicles – [Provision of Essential Services](#)
- City Water Tank Maintenance Needs Assessment – [Infrastructure Improvements](#)

Completed:

- PG&E discovery
- Urban Water Management Plan: [Provision of Essential Services](#)
- South East Gateway construction allocation: [Infrastructure Improvements](#); [Improve Main Street](#)
- Research Animal Control Partnership with Lassen County: [Transparency](#); [Provision of Essential Services](#)
- Completion of Reorganization Plan (Completion 606 Nevada): [Provision of Essential Services](#)
- CA Fish and Wildlife Permit Dept of Fish and Wildlife: [Improve Susan River Trail](#); [Homelessness](#)

- Begin 2023/24 Budget Prep and Mid-Year Budget: Transparency; **Provision of Essential Services**
- Economic Development Partnership with SIR includes the Creation of an Economic Development Director Position: **Enhancement of Economic Development Efforts**
- Shopping Cart Ordinance Enforcement – Phase 2 Submission of Containment Plan– Ongoing - Report
- Establish Seasonal Firefighter Program – **Provision of Essential Services**; Code Enforcement
- Community Garden Propane Tank Removal - **Infrastructure Improvements**
- Mitigation Fund Assessment – **Provision of Essential Services**

The City of Susanville has 67 full-time positions allocated to each department as indicated below.

- Administration – 8.5 over three divisions [2.5 (Admin); 1(City Clerk); 5(Finance)]
- Fire – 8.5 over 2 divisions [2.5 (Admin); 6 (Operations)]
- Police – 21 over 2 divisions [3 (Admin); 18(Operations)]
- Public Works – 30 over 12 Divisions [5 (Admin); 1.5(Building Official/Inspector); 1.5(City Planner); 2 (Parks); 1(Code Enforcement); 4 (Water/Geothermal); 4(Gas); 4(Streets); 2(Engineers/Air Pollution); 1 (Mechanic); 1(Pool); 3(Utility Services)]
- CA Fish and Wildlife Permit Dept of Fish and Wildlife: Improve Susan River Trail; [Homelessness](#)

Departments such as Fire and Police focus on their core missions to protect the lives and safety of people and property within the community. Public Works operates similarly in the provision of water/geothermal and natural gas services and providing maintenance on city streets. Public Works; however, does have limited staffing resources to deliver projects. The following list is not a comprehensive list of city staff work priorities; however, it is representative of the priorities that city staff is currently working to accomplish.

Four Core Priorities of City Council

- Transparency
 - o Publish List of City Work Priorities – Completed/On-going
 - o Council Meeting Live Stream Improvements – Goal is to improve audio and provide timestamping of video to correspond to agenda items. – Council approved 1/18/2023 begin project execution (ongoing)
 - o City App/media platform to engage the public – Susanville Click and Fix - Completed
 - o Budget Process – Incorporate Re-organization into Budget Structure / Evaluate Policies / Include Measure P - Completed
- Improve Susan River Trail
 - o Adopt a Trail Program Implementation – Sign Posts and Signs installed on 6/15/2022, there are still segments available for adoption.
 - o Support Clean-Up Activities – On-going
 - o Volunteer Trail Patrol
- Code Enforcement
 - o Uptown Susanville – Pancera Plaza Area Trash Cleanup - Ongoing
 - o Burned out structures near Main Street – Abatement scopes under development – need budget to abate.
 - o Respond to complaints, property maintenance ordinance – Ongoing
 - o Access and respond to need for abatement budget
- Improve Main Street

- o South East Gateway Project – Time extension request granted, Maintenance and Cooperative Agreement with CalTrans approved. Allocation paperwork submitted. Allocation expected in March 2023. Project can be bid after allocation is granted.
- CCC Closure
 - Monitor Closure Activities
 - Business/Economic Development

Financial Stability Efforts

- Economic Development Implementation Strategies –
 - o Ad Hoc – In progress.
 - o Master Sale Tax Agreement with County - New
- American Rescue Plan Act – Funding Strategy – In progress
- Expenditure Reduction Plan Development – Needs modification based on Measure P
- Strategic Plans are being prepared for each department – Departments' Completed Draft Plans, need to consolidate and prepare city-wide strategic plan.
- Sales Tax Measure – Modify Ordinance Per Department of Tax and Fee Request – Completed
 - ~~o Establish Sales Tax Oversight Board – Complete~~
- Salary Survey – Pending
- Economic Development Action Items –
 - o Business Development Assistance – No Progress
 - o Mural Repairs – Support Volunteers – Ongoing
- Review Fees – No Progress
- Review Cost Allocation – Ongoing
- ~~• Business Development Cannabis Ad Hoc – Ordinance adopted, referendum process underway, scheduled to for November 2022 ballot. Complete~~
- Review Combined Services Agreements - Ongoing
- Research Directly Billable Activities – Budget
- Implement procedures/policies to control expenses – In Progress
- Sale of Real Property – No Progress
- Reorganization Implementation
 - Relocation of Staff
 - City Hall Interior Repairs – No Progress
 - ~~▪ Implementation of Staffing Structure effective (1/22/2022)~~
 - Repairs to 606 Nevada for Engineering Staff – In progress
- CalPERS UAL Policy – In Progress

Provision of Essential Services

- Administration
 - o Human Resources employee recruitment and retention
 - o Accounts payable
 - o Accounts receivable
 - o Utility billings

- o Grant management/billings
- o Budget oversight/preparation
- o Records management/public records requests
- o Review/update policies and procedures
- o Golf course maintenance and operations
- o Pool maintenance and operations
- Fire
 - o Respond to alarms and other emergency calls/incidents
 - o Overhaul and salvage operations
 - o Emergency rescue operations
 - o Public service calls
 - o Fire prevention inspections
 - o Test and maintain hydrants and vehicles
 - o Budget oversight/preparation
 - o Grant development, administration, and management
 - o Review/update policies and procedures
- Police
 - o Patrol City
 - o Respond to alarms and other emergency call/incidents
 - o Make arrests as necessary
 - o Investigate crimes
 - o Reports
 - o Enforcement of state, local, and federal laws
 - o Budget oversight/preparation
 - o Serve warrants
 - o Animal Control
 - o Traffic Enforcement
 - o Review/update policies and procedures
- Public Works
 - o Respond to utility service calls
 - o Repair water, geothermal and natural gas leaks
 - o Public safety awareness/conservation campaign
 - o Urban water management plan updates
 - o Maintain water and gas utilities in accordance with state, local, and federal laws
 - o Reports
 - o Street maintenance, repair, rehabilitation
 - o Building permits and inspection
 - o Zoning clearing for projects, use permits, general plan updates
 - o Code enforcement
 - o Park maintenance and upkeep
 - o Pool operation maintenance and upkeep
 - o Air pollution permitting, inspections, enforcement
 - o Oversee airport leases, planning, and project development

All Departments

- Interface with Community Groups/Businesses/Agency Partners
 - o Susanville Indian Rancheria
 - o Lassen County
 - o LMUD
 - o Susanville Sanitation District
 - o Local Area Revitalization Project
 - o Lassen High School
 - o Susanville School District
 - o Lassen County Office of Education
 - o Lassen Community College
 - o Lassen Land and Trails Trust
 - o Ducks Unlimited
- Review/update policies and procedures
- Additional projects under development
 - Little League Field Security Cameras – Completed
 - FD Project Development – Awarded Hat Creek Construction – Complete
 - o Richmond Rd
 - o Bunyan Rd
 - o Spring Ridge by Hospital
 - Richmond Road and North Cay Water service replacement projects – Complete
 - Per Capita Park Grant – Memorial Park lighting / pump track – In Progress
 - Airport Taxiway A Project –Complete
 - Airport Taxiway B Project – Funding Requested
 - Facilitation of community events (2023)
 - o Pet license/rabies clinic
 - o Home and Garden Show
 - o Fair Parade
 - o Safe and Sane Halloween
 - o Veterans Day Parade
 - o Magical Country Christmas
 - o Farmer's Market
 - Sierra Road Site Future Development Concepts
 - o Community Compost – No Progress

- o Urban Farming – Information exchange with LARP

Future Council Items List

1. Update on Charging Station Discussion
2. MOU with Lassen Historical Society Discussion on Council goal setting
3. Discussion regarding American Rescue Plan Act Funding
4. Discussion regarding city vehicle and equipment surplus auction
5. Update on Animal Shelter agreement (how many animals, cost of, ect.)
6. Discussion regarding lack of inventory of affordable low-income housing in support of Lassen Family Services
7. Discussion on collaboration with Lassen County and Susanville Indian Rancheria and City of Susanville to hire a liaison to collaborate with all three entities
8. Discussion regarding options to work with community on animal control and animal shelter agreement
9. Discussion regarding Councilmembers volunteering on projects
10. Discussion regarding Councilmember trainings
11. Discussion regarding partnership with Lassen Family Services in efforts to prioritize youth
12. Discussion regarding Council trainings and nepotism recusal policy trainings
13. Update on K-9 program – March 1, 2023
14. Discussion regarding tier two of shopping cart ordinance
15. Discussion regarding increased theft within the community and increase council support to police department
16. Discussion regarding proclamation declaring Susanville as a sanctuary city for the unborn
17. Discussion regarding bringing Airport Capital Improvement Plan to council earlier in the year
18. Discussion proving funding to police department facility renovation
19. Discussion regarding banner permits
20. Discussion regarding dog ordinance
21. Discussion regarding ARPA funds and planning of use of funds
22. Discussion regarding street legal ATV and golf cart ordinance
23. Discussion regarding Veterans preference in hiring
24. Discussion regarding city's airport hangar current use as a city storage
25. Discussion regarding enforcement of shopping cart ordinance
26. Discussion regarding graffiti
27. Discussion regarding dog control and nuisance ordinance
28. Discussion regarding the sale or lease of Diamond Mountain Golf Course
29. Update on Speed Survey
30. Discussion regarding funding for engineering, design, and completion of HVAC project at the Fire Department.
31. Discussion regarding LARP Agreement for Operation and Maintenance of Susanville Community Garden – April 19, 2023

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: May 17, 2023

SUBJECT: Department reports

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The City Administrator Reports section of the agenda is designed for the Administrator and Department Heads to address the Council on a variety of topics, as needed.

FISCAL IMPACT: None.

ACTION REQUESTED: Information only

ATTACHMENTS:

AGENDA ITEM NO. 14.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: May 17, 2023

SUBJECT: Future Council Items

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: Any person may address the Council during Business from the Floor and throughout the City Council agenda's staff reports and agenda items. To encourage public participation in City Council meetings and address items brought forth to the podium by the public, staff has compiled a list from the past 3 months of City Council meetings and categorized items brought forth to the podium by date the comment was received, agenda item topic comment was received on, and public comments received during Business from the Floor for Council's review and to help staff prioritize and address public items.

FISCAL IMPACT: None.

ACTION REQUESTED: Informational item with possible direction to staff.

ATTACHMENTS:
[20230517 Items from the Podium.pdf](#)

BUSINESS FROM THE FLOOR

2/15/2023	Consider effects of the proposed placement of the supportive housing on the neighboring home values and the proximity to McKinley School
2/15/2023	Consider effects of the proposed placement of the supportive housing and the concern it will increase crime in an area with a school, daycares, senior living facilities and resulting in increased traffic in area
2/15/2023	Consider concern for obtaining adequate and skilled staffing for proposed supporting housing facility
2/15/2023	Consider lack of information provided to community and surrounding area of proposed supportive housing
2/15/2023	Consider ordinance or proclamation declaring the city of Susanville a sanctuary city for the unborn
2/15/2023	Consider recent alpaca attack from dogs at large in the community and safety concern for schools
2/15/2023	Consider evaluating city's relationship with LARP
2/15/2023	Consider city investment in LARP and its activities on Pancera Plaza
2/15/2023	Consider terminating agreement with LARP if they are not non-profit
2/15/2023	Consider community concerns with placement of supportive housing on Mesa Street
2/15/2023	Consider if the community can support and provide appropriate staffing for the supportive housing facility
2/15/2023	Consider the positive impact of the community garden and the community benefit
2/15/2023	Consider Santa Paula as property location for supportive housing
2/15/2023	Consider support of Lassen County Fairgrounds grant application for a new arena
2/15/2023	Consider benefit of the garden on city property and the improvement of the space and community benefit of the garden on city property
2/15/2023	Consider farmers market benefit to community and its role as a certified market
2/15/2023	Consider increase enforcement of animal control and increase ordinance on animal containment
2/15/2023	Consider community concern with LARP and not community concern with Farmers Market activity
2/15/2023	Consider increasing city and public support to the Susanville Airport and aviation activities
2/15/2023	Consider hiring dedicated animal control officer
3/1/2023	Consider a Community Unity Team
3/1/2023	Consider funding Crossroads and Judy's House as facilities are at capacity and in bad shape
3/1/2023	Consider SB 18 when executing MOU's and projects
3/1/2023	Consider Community Garden and Farmer's Markets benefits provided to our community
3/1/2023	Consider gas discrepancy of casino gas prices and main street gas prices
3/1/2023	Consider respectfully hearing public at the podium feelings as victims of verbal abuse from council
3/1/2023	Consider LARP financials presented and consider MOU is available for public viewing
3/1/2023	Consider Community Garden's value to city property and benefit of property maintained by community volunteers
3/1/2023	Consider cancellation of MOU with LARP and give garden back to city to manage community garden project
3/1/2023	Consider the breach of public trust by various breaches of Brown Act by Council
3/1/2023	Consider building homes for displaced fire victims versus Permanent Supportive Housing
3/1/2023	Consider letter of resignation from mayor
3/1/2023	Consider positive impact and the major improvements made with Police Department recruitment

3/1/2023	Consider Community Garden services provided to the community and the positive foot traffic is has provided to the Susan River Trail and surrounded area.
3/1/2023	Consider Farmer's Markets positive impact made at Pancera Plaza with weekly market and night market
3/1/2023	Consider recent increase of small businesses supporting each other is a positive impact to community and the correlation of markets and garden
3/1/2023	Consider LARP and Community Garden's motive of creating education of, ease of, and access of farming, agriculture and fresh food opportunities
4/5/2023	Consider monthly maintenance and operations costs of proposed supportive housing project
4/5/2023	Consider providing information on cost of proposed supportive housing project facility
4/5/2023	Consider difficulties on obtaining medical professionals and staffing for proposed supportive housing project
4/5/2023	Consider proposed supportive housing facilities impact on safety to community and impact on police and sheriff
4/5/2023	Consider proposed supportive housing facility hiring own facility security force
4/5/2023	Consider lack of local contractors allowed to bid on proposed supportive housing project
4/5/2023	Consider updating public on city plans for Barry Creek Reservoir
4/19/2023	Consider asking members of the public who attend meetings to refrain from snickering and talking while members are at the podium
4/19/2023	Consider council members respecting members of the public who speak up at meetings
4/19/2023	Consider Constitution and Bill of Rights at local government rulings
4/19/2023	Consider donating helicopter sale funds to the American Legion/VFW
5/3/2023	Consider concern with fence located at 63 S. Weatherlow property and consider reduction of abatement extensions awarded by Planning Commission
5/3/2023	Consider support of affordable housing projects within community
5/3/2023	Consider using ARPA Funding for pickleball courts near the Susanville Bark Park or resurface Memorial Park tennis courts and direct staff to begin working on placement, research, and allocation of time towards pickleball courts within the community
5/3/2023	Consider providing information on camping ordinance within city limits

FUTURE COUNCIL ITEMS

Update on Charging Station

Discussion regarding MOU with Lassen Historical Society

City of Susanville App

Discussion on Council goal setting

Discussion regarding Public Comment Options

Discussion regarding American Rescue Plan Act Funding (ongoing)

Update on Farmer's Market

Discussion regarding fireworks ordinance

Discussion regarding city vehicle and equipment surplus auction

Update on Animal Shelter agreement (how many animals, cost of, etc.)

Discussion regarding lack of inventory of affordable low income housing in support of Lassen Family Services

Discussion regarding broadband improvements in Lassen County

Semi-annual or annually report on tax measure expenditures if tax measure passes

Discussion on collaboration with Lassen County and Susanville Indian Rancheria and City of Susanville to hire a liaison to collaborate with all three entities

Discussion regarding options to work with community on animal control and animal shelter agreement

Discussion regarding Councilmembers volunteering on projects

Discussion regarding Councilmember trainings

~~Discussion regarding placing signage at Community Garden~~

Discussion regarding partnership with Lassen Family Services in efforts to prioritize youth

~~Discussion regarding amendments to cannabis ordinance~~

Discussion regarding Council trainings and nepotism recusal policy trainings

~~Update on K-9 program~~

~~Discussion regarding homelessness within the community~~

Discussion regarding tier two of shopping cart ordinance

Discussion regarding increased theft within the community and increase council support to police department

~~Discussion regarding council personal social media accounts~~

Discussion regarding proclamation declaring Susanville as a sanctuary city for the unborn

Discussion regarding bringing Airport Capital Improvement Plan to council earlier in the year

Discussion proving funding to police department facility renovation

Discussion regarding banner permits

Discussion regarding dog ordinance

Discussion regarding ARPA funds and planning of use of funds

Discussion regarding street legal ATV and golf cart ordinance

Discussion regarding Veterans preference in hiring

Discussion regarding city's airport hangar current use as a city storage

Discussion regarding enforcement of shopping cart ordinance

Discussion regarding graffiti

Discussion regarding dog control and nuisance ordinance

~~Update from LARP on Community Garden~~

Discussion regarding the sale or lease of Diamond Mountain Golf Course

Update on Speed Survey

Discussion regarding LARP Agreement for Operation and Maintenance of Susanville Community Garden

Discussion regarding County housing development on city property options

Discussion regarding Memorial Park Tennis Court ordinance change to include pickleball

Update on Police Department grooming standards policy and uniform policy

Discussion regarding proclamation for KSUE 75 years of service

Discussion regarding donation to American Legion/VFW (May 17 meeting)

Discussion regarding city pickleball courts