

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on **October 10, 2023**, at **6:00 PM** in person and via webinar. The webinar address for members of the public is <u>https://zoom.us/j/99279557087</u>. Those who would like to make a public comment during the public comment portion of the agenda may do so by utilizing the raise hand feature or indicating they would like to make a comment in the chat.

Persons with disabilities who may need assistance should contact the City Clerk prior to the meeting at (559) 562-7102 ext. 8034 or via email at <u>lindsaycityclerk@lindsay.ca.us</u>.

1. CALL TO ORDER

2. PLEDGE

Led by Council Member SANCHEZ.

3. ROLL CALL

4. APPROVAL OF AGENDA

5. **PUBLIC COMMENT**

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

6. COUNCIL REPORT

7. CITY MANAGER REPORT

8. CONSENT CALENDAR

Routine items approved in one motion unless an item is pulled for discussion.

- 8.1 Minutes from September 26, 2023 Regular Meeting (pp. 4-9)
- 8.2 Warrant List for September 18, 2023 through October 01, 2023 (pp. 10 15)
- 8.3 Treasurer's Report for September 2023 (p. 16)

- 8.4 Consider Minute Order Approval of Amendments and Revisions to the City Lindsay Personnel Rules and Regulations (pp. 17 – 139)
- 8.5 Second Reading of Ordinance No. 611, An Ordinance of the City Council of the City of Lindsay Amending Chapter 18.14 Home Occupations; Temporary Subdivision Signs And Sales Offices; Mobile Parks; Signs And Outdoor Advertising Structures; Manufactured And Second House Units of Title Eighteen (18) Zoning of the Lindsay Municipal Code, and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 140 – 168)
- 8.6 Consider the Rejection of Bids Received in Response to the Water Treatment Plant Bank
 D: Media Change-Out Project Request for Proposals (RFPs) and Authorize Staff to Re-Bid
 the Project (pp. 169 171)

9. ACTION ITEMS

 9.1 Consider Approval of the City Hall Clock Chime Unit Project and Budget and Expenditures Thereto (pp. 172 – 180)

Presented by Neyba Amezcua, Director of City Services & Planning

- 9.2 Special Event Permit (SEP) No. 23-08 (pp. 181 214)
 - A. Consider Approval of Special Event Permit (SEP) No. 23-08 for the 13th Annual Lindsay Rib Cook-Off Event in Downtown Lindsay on November 04, 2023 (pp. 181 214)
 - B. Consider Approval of Fee Waiver for Special Event Permit (SEP) No. 23-08 (pp. 181 214)

Presented by Araceli Mejia, Assistant City Planner

9.3 Consider the Approval of Lindsay-Strathmore Irrigation District's Request to Connect Seven
(7) of their Existing Residential Accounts to the City Water System on Bellah Avenue (pp. 215 – 220)

Presented by Neyba Amezcua, Director of City Services & Planning

10. EXECUTIVE (CLOSED) SESSION

10.1 Conference with Real Property Negotiators Pursuant to Cal Gov. Code § 54956.8

Property: 108 West Honolulu Street, Lindsay, California 93247 (APN 205-271-001)

Agency Negotiator: Joseph M. Tanner, City of Lindsay

Negotiating Parties: Woodlake Holdings LLC

Under Negotiation: Terms and Conditions of Potential Sale

10.2 Public Employee Performance Evaluation – City Manager Pursuant to Cal Gov. Code § 54957(b)(1)

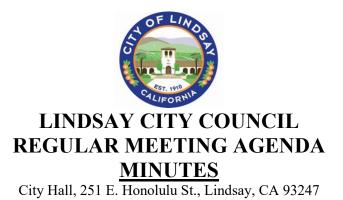
11. REQUEST FOR FUTURE ITEMS

Council requests for future agenda items, can be called for by any Councilmember during the 'Request for Future Items' section of a regular meeting. Immediately following the request of an item, a vote will be taken on the item. If a majority of the City Council supports further study of the item, then a full staff analysis will be prepared within a reasonable time as determined by the City Manager unless otherwise directed by a majority of the City Council. Discussion shall be limited to whether an item should be added to an agenda, not the merit of the item.

12. ADJOURNMENT

Lindsay City Council meetings are held in the City Council Chambers at 251 E. Honolulu Street in Lindsay, California beginning at 6:00 P.M. on the second and fourth Tuesday of every month unless otherwise noticed. Materials related to an Agenda item submitted to the legislative body after distribution of the Agenda Packet are available for public inspection in the office of the City Clerk during normal business hours. Complete agenda is available at www.lindsay.ca.us. In compliance with the Americans with Disabilities Act & Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the office of the City Clerk at (559) 562-7102 x 8034. Notification 48 hours prior to the meeting will enable the City to ensure accessibility to this meeting and/or provision of an alternative format of the agenda and documents in the agenda packet.

The next Regular Meeting of the Lindsay City Council is scheduled to be held on October 24, 2023.



Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on **September 26**, **2023**, at **6:00 PM** in person and via webinar. The webinar address for members of the public is <u>https://zoom.us/j/99279557087</u>. Those who would like to make a public comment during the public comment portion of the agenda may do so by utilizing the raise hand feature or indicating they would like to make a comment in the chat.

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1. CALL TO ORDER

2. PLEDGE

Led by Mayor CERROS.

3. ROLL CALL

Present	Mayor Cerros
	Mayor Pro Tem Flores
	Council Member Sanchez
	Council Member Serna
	Council Member Caudillo

4. APPROVAL OF AGENDA

Motion to Approve Agenda with Item 13.1 Removed								
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ	
CERROS	SERNA	(5-0)	AYE	AYE	AYE	AYE	AYE	

5. **PUBLIC COMMENT**

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor. The public may also choose to submit a comment before the meeting via

email. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official minutes; however, they will not be read aloud. Under state law, matters presented under public comment cannot be acted upon by the Council at this time.

• No public comment was received in-person or via teleconference.

6. COUNCIL REPORT

- Council Member SANCHEZ stated that it was good to see everyone. SANCHEZ attended the League of California Cities Conference, and it was very informative. She enjoyed networking and learning and feels as though she came back full of information. SANCHEZ shared that there were informative sessions on City Council relations with Council, Staff, and City Manager's. SANCHEZ shared that she feels that it is important that the Council get along with the City Manager and Staff to build trust and move the City forward.
- Council Member CAUDILLO shared that she was glad to see everyone and had no report.
- Council Member SERNA shared that it was nice to see everyone and had no report.
- Mayor Pro Tem FLORES stated that she had quite an experience at the conference and thanked the DIRECTOR OF CITY SERVICES & PLANNING for acquiring the staff that she has been needing for years. FLORES also thanked the DIRECTOR OF RECREATION SERVICES for respecting the fact that the City has many priority items to fund and appreciates his understanding.
- Mayor CERROS attended the TCRTA meeting and TCAG meetings. CERROS also attended the League of California Cities Conference with fellow Council Members and was able to successfully network with many individuals. CERROS congratulated the Lindsay Chamber of Commerce on their successful Potato Fundraiser. CERROS met with the Vice President of CSU Fresno and met with UC Davis as well and hopes to develop a University hub in Lindsay, which is a project he would love to assist with.

7. CITY MANAGER REPORT

- CITY MANAGER reported that the Community Police Academy is currently underway and is a multiple week course.
- CITY MANAGER reported that complaints on homelessness especially on Highway 65 have increased, so the Public Safety Department will focus many efforts on combatting those issues.
- CITY MANAGER informed that he received a call last week from the State Auditor who was checking in on the City and requesting a copy of the City's financial audit. Auditor reported that they will be conducting a review of the City in the next year. Auditor also reported that they will be eliminating the high-risk program.
- CITY MANAGER reported that the next City Water Ad-Hoc Committee Meeting will be a Water & Sewer facilities tour and is scheduled for October 07, 2023.
- CITY MANAGER reported that City Staff will be conducting a walk-through of Olive Bowl/Kaku Park on October 12, 2023.
- CITY MANAGER shared that City Staff has begun social media training, which is expected to last three (3) days.
- CITY MANAGER shared that the downtown fire site wall is currently under design and hopes to have it completed soon.
- CITY MANAGER shared that the Transit Center Project is expected to go out to bid in November.

8. INTRODUCTION ITEMS

8.1 Introduction of Lindsay High School Associated Student Body (ASB) Representative

Daisy Andrade-Lemus

Presented by Francesca Quintana, City Clerk & Assistant to the City Manager

8.2 Introduction of Maintenance Gaspar Andrade, Jonathan Gutierrez, and Rogelio Cortez (p. 4) Presented by Marshall Chairez, Maintenance Senior III

9. **DISCUSSION ITEMS**

- 9.1 Discussion and Direction Regarding Approval or Denial of Councilmember Absences (p. 5) Item Requested by Council Member Serna Presented by Megan Dodd, City Attorney
- 9.2 City Council Contingency Fund (p. 6)
 Item Requested by Mayor Cerros
 Presented by Salvador Guzman, Director of Finance
- 9.3 Downtown Area Maintenance and Vacant Property Abatement (pp. 7 13)
 Item Requested by Council Member Serna
 Presented by Heidi Schoeppe, President/Managing Director of Webb Municipal Finance,
 LLC

10. PRESENTATION ITEMS

10.1 Streets Update

Item Requested by Mayor Pro Tem Flores

Presented by Neyba Amezcua, Director of City Services & Planning

10.2 Fiscal Year 2021 – 2022 Annual Comprehensive Financial Report (ACFR) (pp. 14 – 101) Presented by Joseph M. Tanner, City Manager

11. CONSENT CALENDAR

Routine items approved in one motion unless an item is pulled for discussion.

- 11.1 Minutes from September 12, 2023, Regular Meeting (pp. 102 107)
- 11.2 Warrant List for September 01, 2023, through September 17, 2023 (pp. 108 117)
- 11.3 Consider Minute Order Approval Funding Reallocation of Fiscal Year 2022 2023 Scada
 Expansion Project to the Water Treatment Plant Filter Bank A & D Turbidity Meters
 Upgrade Project (pp. 118 123)
- 11.4 Consider Minute Order Approval of Letter of Support for Frontier's Fiber Federal Funding Account (FFA) Tulare County Application (p. 124)

Motion to App	prove Consent Ca	alendar					
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	CAUDILLO	(5-0)	AYE	AYE	AYE	AYE	AYE

12. PUBLIC HEARING ITEMS

12.1 City of Lindsay Budget, Capital Improvement Plan, and GANN Appropriations (pp. 125 -

268)

- A. Second Public Hearing to Consider the Approval of Resolution No. 23-38, A Resolution of the City Council of the City of Lindsay, Adopting the Fiscal Year 2023 – 2024 Operating Budget and the Fiscal Years 2024 – 2029 Five-Year Capital Improvement Plan (pp. 125 – 264)
- Mayor opened the public hearing at 7:50 PM.
- Receiving no public comment, Mayor closed the public hearing at 7:51 PM.

Motion to Approve Item 12.1A with 2% Salary Increase for Mid-Management and Contract Employees Removed, Firefighter/Fire Prevention Specialist Removed, Administrative Secretary for Human Resources Removed, and \$25,000 Allocation for City Services Training Included

1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SERNA	(4 AYES-1 ABSTENSION, 0-NAYS)	AYE	AYE	AYE	ABSTAIN	AYE

B. Second Public Hearing to Consider the Approval of Resolution No. 23-39, A

Resolution of the City Council of the City of Lindsay Approving and Adopting

the Fiscal Year 2023 – 2024 GANN Appropriations Limit (pp. 265 – 268)

- Mayor opened the public hearing at 7:53 PM.
- Receiving no public comment, Mayor closed the public hearing at 7:54 PM.

Motion to A	Approve Item 12	2.1B					
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
FLORES	SANCHEZ	(4 AYES-1 ABSTENSION, 0-NAYS)	ABSTAIN	AYE	AYE	AYE	AYE

Presented by Salvador Guzman, Director of Finance

12.2 Sign Ordinance (pp. 269-301)

- A. First Reading of Ordinance No. 611, An Ordinance of the City Council of the City of Lindsay Amending Chapter 18.14 Home Occupations; Temporary Subdivision Signs And Sales Offices; Mobile Parks; Signs And Outdoor Advertising Structures; Manufactured And Second House Units of Title Eighteen (18) Zoning of the Lindsay Municipal Code, and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only (pp. 269 297)
- Mayor opened the public hearing at 8:00 PM.
- Receiving no public comment, Mayor closed the public hearing at 8:01 PM.

Motion to A	pprove Item 12	2.2A					
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	FLORES	(4 AYES-1 ABSTENSION, 0-NAYS)	ABSTAIN	AYE	AYE	AYE	AYE

 B. Public Hearing to Consider Approval of Resolution No. 23-40, A Resolution of the City Council of the City of Lindsay Amending Sign Permit Fees and Charges and Repealing all Other Resolutions Relative to Sign Permit Fees and Charges Thereto (pp. 298 – 301)

- Mayor opened the public hearing at 8:04 PM.
- Receiving no public comment, Mayor closed the public hearing at 8:05 PM.

Motion to A	pprove Item 12	2.2B					
1 st	2 nd	Result	SERNA	FLORES	CAUDILLO	CERROS	SANCHEZ
CERROS	SANCHEZ	(4 AYES-1 ABSTENSION, 0-NAYS)	ABSTAIN	AYE	AYE	AYE	AYE

Presented by Araceli Mejia, Assistant City Planner

13. EXECUTIVE (CLOSED) SESSION

13.1 Conference With Legal Counsel - Anticipated Litigation

Significant Exposure to Litigation Pursuant to Cal. Gov. Code §54956.9(d)(2): One (1) Case

14. **REQUEST FOR FUTURE ITEMS**

Council requests for future agenda items, can be called for by any Councilmember during the 'Request for Future Items' section of a regular meeting. Immediately following the request of an item, a vote will be taken on the item. If a majority of the City Council supports further study of the item, then a full staff analysis will be prepared within a reasonable time as determined by the City Manager unless otherwise directed by a majority of the City Council. Discussion shall be limited to whether an item should be added to an agenda, not the merit of the item.

• No requests for future items were made.

15. ADJOURNMENT

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The next Regular Meeting of the Lindsay City Council is scheduled to be held on September 26, 2023.

• Mayor adjourned the meeting at 8:06 PM.

CITY OF LINDSAY | WARRANT LIST TRANSACTION DATES: 09/18/2023 THROUGH 10/01/2023

Check# 24513	Fund	Date	Vendor #	Vendor Name	Description	Amount
					•	\$316.6
	101 - GENERAL FUND	09/22/23	4660	CITY OF LINDSAY	DED:052 WELLNESS	16.6
	101 - GENERAL FUND	09/22/23		CITY OF LINDSAY	DED:CDBG CDBG PMT	300.0
24514	IOI GENERALITOND	03/22/23	4000			\$485.7
	101 - GENERAL FUND	09/22/23	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	485.7
4515	101 - GENERAL FOND	09/22/25	4000	CITT OF LINDSAT	DED.1203 CDBG LOAN	\$293.4
4515		00/22/22	2402	SEULLOCAL 524		
	101 - GENERAL FUND	09/22/23		SEIU LOCAL 521	DED:COPE COPE SEIU	1.0
	101 - GENERAL FUND	09/22/23	3192	SEIU LOCAL 521	DED:DUES UNION DUES	292.4
24516						\$8,515.6
	101 - GENERAL FUND	09/22/23		GREAT-WEST TRUST	DED:0500 DEF COMP	3,006.8
	101 - GENERAL FUND	09/22/23	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,467.0
	101 - GENERAL FUND	09/22/23	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	3,493.0
	101 - GENERAL FUND	09/22/23	6452	GREAT-WEST TRUST	DED:ROTH ROTH	548.6
4517						\$41.5
	101 - GENERAL FUND	09/22/23	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	41.5
4518						\$89.9
	101 - GENERAL FUND	09/22/23	6246	MCDERMONT VENTURE I	DED:051 MCDERMONT	89.9
4519		,				\$468.4
	101 - GENERAL FUND	09/22/23	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	468.4
4520	IOI GENERALI OND	05/22/25	1555			\$183,465.6
4520	600 - CAPITAL IMPROVEMENT	09/29/23	5244	99 PIPE LINE INC.	BILL#3LAFAYETTE WAT	183,465.6
4521	000 - CAFITAE IMPROVEMENT	03/23/23	5544	33 FIFE LINE INC.	BILL#SLAFATETTE WAT	
4521		00/20/22	6504			\$1,219.0
	101 - GENERAL FUND	09/29/23	6504	ADVENTIST HEALTH TO	AUG. TOXICOLOGY SVC	1,219.0
4522		/ /				\$882.6
	101 - GENERAL FUND	09/29/23		AG IRRIGATION SALES	COMPRESSION COUPLIN	61.7
	101 - GENERAL FUND	09/29/23	007	AG IRRIGATION SALES	ELECT GLOBE/ANGLE V	107.3
	101 - GENERAL FUND	09/29/23	007	AG IRRIGATION SALES	FALCON ROTOR SPRINK	556.5
	101 - GENERAL FUND	09/29/23	007	AG IRRIGATION SALES	PVC PIPES,COUPLINGS	116.6
	552 - WATER	09/29/23	007	AG IRRIGATION SALES	1" CONT AUTO AIR VE	40.4
4523						\$1,256.4
	101 - GENERAL FUND	09/29/23	1858	ALL PRO FIRE AND SA	CM-DRY CHEM RECHARG	152.4
	101 - GENERAL FUND	09/29/23		ALL PRO FIRE AND SA	FD-DRY CHEM RECHARG	152.4
	101 - GENERAL FUND	09/29/23		ALL PRO FIRE AND SA	CORP YARD-DRY CHEM.	219.5
	101 - GENERAL FUND	09/29/23		ALL PRO FIRE AND SA	CS-DRY CHEM RECHARG	152.4
	101 - GENERAL FUND	09/29/23		ALL PRO FIRE AND SA	SENIOR CENTER-DRY C	75.0
	101 - GENERAL FUND	09/29/23		ALL PRO FIRE AND SA	PARK SHOP-DRY CHEM.	35.0
	101 - GENERAL FUND			ALL PRO FIRE AND SA	SPORT PARK CAFE-DRY	50.0
		09/29/23				
	552 - WATER	09/29/23		ALL PRO FIRE AND SA	CANAL-DRY CHEM RECH	35.0
	552 - WATER	09/29/23		ALL PRO FIRE AND SA	WATER TREATMENT-DRY	130.8
	553 - SEWER	09/29/23	1858	ALL PRO FIRE AND SA	WWTP-DRY CHEM RECHA	253.7
24524						\$982.2
	101 - GENERAL FUND	09/29/23	6600	AMERICAN HERITAGE L	SEP. ACCIDENT PLAN	982.2
4525						\$47.0
	101 - GENERAL FUND	09/29/23	5812	ANITA SALINAS	UUT REFUND FY 22/23	47.0
4526						\$1,006.3
	101 - GENERAL FUND	09/29/23	5457	AUTO ZONE COMMERCIA	DIESEL EXHAUST FLUI	22.2
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	POWER CAR WASH WAX	37.5
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	SILVERSTAR LIGHT BU	43.3
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	AIR,OIL&CABIN FILTE	100.8
		09/29/23			FIRE EXTINGUISHER	
	101 - GENERAL FUND			AUTO ZONE COMMERCIA		67.6
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	RECEIVER HITCH	208.8
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	TRUCK#88-RATCHET	50.0
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	TRUCK56-FLOOR MAT	42.6
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	TRUCK56-RECEIVER HI	(208.8
	101 - GENERAL FUND	09/29/23	5457	AUTO ZONE COMMERCIA	TRUCK56-TRI-BALL,LO	184.3
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	TRUCK65-PROELITE MA	32.6
	101 - GENERAL FUND	09/29/23	5457	AUTO ZONE COMMERCIA	TRUCK88-MOTOR OIL	81.7
	101 - GENERAL FUND	09/29/23	5457	AUTO ZONE COMMERCIA	BACKHOE-MOTOR OIL	38.2
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	MAT, TRI-BALL MOUNT	150.2
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	ON/OFF SWITCH, FUSE	30.4
	101 - GENERAL FUND	09/29/23		AUTO ZONE COMMERCIA	PROELITE SUV COVER	76.9
	553 - SEWER			AUTO ZONE COMMERCIA		
	JJJ - JEVVER	09/29/23	5457	AUTO ZUNE CUIVIIVIERCIA	LUCAS OIL,CATALYST	47.3
14527						6ar
24527		00 /00 /00	2056			
24527 24528	101 - GENERAL FUND	09/29/23	3056	CALIFORNIA TURF EQU	BLADE,OIL,SPOOL LIN	\$354.7 354.7 \$122.4

529	101 - GENERAL FUND	00/20/22	7150	CARMEN DIAZ	ARBOR DEPOSIT REFUN	\$100.
530	101 - GENERAL FUND	09/29/23	/152	CARMEN DIAZ	ARBOR DEPOSIT REFUN	100. \$332.
550	400 - WELLNESS CENTER	09/29/23	6500	CHARTER COMMUNICATI	W.C. VOICE & INTERN	332.
533						\$1,187.
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	SIG SANT SVC,GRAY M	14.
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	SIG ZFOLD RFL PAPER	14.
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	SOAP, MAT, CLEAN UNIF	42.
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	TOILET SEAT COVER,M	23.
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	WASH UNIFORMS, SOAP	42.
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION CINTAS CORPORATION	SIG SANT SVC,GRAY M	14. 14.
	101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23		CINTAS CORPORATION	SIG ZFOLD RFL PAPER SOAP,MAT,CLEAN UNIF	42.
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	TOILET SEAT COVER,M	23
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	WASH UNIFORMS, SOAP	42
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	SIG SANT SVC,GRAY M	14
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	SIG ZFOLD RFL PAPER	14
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	SOAP, MAT, CLEAN UNIF	42
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	TOILET SEAT COVER,M	23
	101 - GENERAL FUND	09/29/23		CINTAS CORPORATION	WASH UNIFORMS, SOAP	42
	400 - WELLNESS CENTER	09/29/23	5832	CINTAS CORPORATION	DISNFCT/CLEANING SU	224
	552 - WATER	09/29/23	5832	CINTAS CORPORATION	SIG SANT SVC, GRAY M	14
	552 - WATER	09/29/23	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	14
	552 - WATER	09/29/23	5832	CINTAS CORPORATION	SOAP, MAT, CLEAN UNIF	42
	552 - WATER	09/29/23	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	23
	552 - WATER	09/29/23	5832	CINTAS CORPORATION	WASH UNIFORMS, SOAP	42
	553 - SEWER	09/29/23	5832	CINTAS CORPORATION	SIG SANT SVC, GRAY M	14
	553 - SEWER	09/29/23	5832	CINTAS CORPORATION	SIG ZFOLD RFL PAPER	14
	553 - SEWER	09/29/23	5832	CINTAS CORPORATION	SOAP, MAT, CLEAN UNIF	42
	553 - SEWER	09/29/23	5832	CINTAS CORPORATION	TOILET SEAT COVER,M	23
	553 - SEWER	09/29/23		CINTAS CORPORATION	WASH UNIFORMS,SOAP	42
	554 - REFUSE	09/29/23		CINTAS CORPORATION	SIG SANT SVC, GRAY M	14
	554 - REFUSE	09/29/23		CINTAS CORPORATION	SIG ZFOLD RFL PAPER	14
	554 - REFUSE	09/29/23		CINTAS CORPORATION	SOAP,MAT,CLEAN UNIF	42
	554 - REFUSE	09/29/23		CINTAS CORPORATION	TOILET SEAT COVER,M	23
	554 - REFUSE	09/29/23		CINTAS CORPORATION	WASH UNIFORMS, SOAP	42
	556 - VITA-PAKT	09/29/23		CINTAS CORPORATION	SIG SANT SVC, GRAY M	14
	556 - VITA-PAKT	09/29/23		CINTAS CORPORATION	SIG ZFOLD RFL PAPER	14
	556 - VITA-PAKT	09/29/23		CINTAS CORPORATION	SOAP, MAT, CLEAN UNIF	42
	556 - VITA-PAKT	09/29/23		CINTAS CORPORATION	TOILET SEAT COVER,M	23
34	556 - VITA-PAKT	09/29/23	5832	CINTAS CORPORATION	WASH UNIFORMS, SOAP	42 \$1,829
34	101 - GENERAL FUND	09/29/23	279	CITY OF PORTERVILLE	JUNE- ANIMAL SERVICES	1,829
35		03/23/20	275			\$19,773
	400 - WELLNESS CENTER	09/29/23	7151	CLEAN AND SHINE SER	W.CBIRD NETTING	19,773
36						\$6,582
	400 - WELLNESS CENTER	09/29/23		CLEAN CUT LANDSCAPE	W.C. AUGUST LANDSCAPING	975
	883 - SIERRA VIEW ASSESSMENT	09/29/23		CLEAN CUT LANDSCAPE	SIERRA VIEW ESTATES	1,781
	884 - HERITAGE ASSESSMENT DIST	09/29/23		CLEAN CUT LANDSCAPE	HERITAGE PARK-LANDS	315
	884 - HERITAGE ASSESSMENT DIST	09/29/23		CLEAN CUT LANDSCAPE	HERITAGE PARKSIDE	700
	886 - SAMOA	09/29/23		CLEAN CUT LANDSCAPE	SAMOA TOWNHOMES-LAN	154
	887 - SWEETBRIER TOWNHOUSES	09/29/23		CLEAN CUT LANDSCAPE	SWEETBRIER/HERMOSA	546
	888 - PARKSIDE	09/29/23		CLEAN CUT LANDSCAPE	PARKSIDE ESTATES	1,148
	888 - PARKSIDE	09/29/23		CLEAN CUT LANDSCAPE	PARKSIDE ESTATES-LA	225
	889 - SIERRA VISTA ASSESSMENT	09/29/23		CLEAN CUT LANDSCAPE	SIERRA VISTA ESTATE	97
	890 - MAPLE VALLEY ASSESSMENT	09/29/23		CLEAN CUT LANDSCAPE	MAPLE VALLEY-LANDSC	55
27	891 - PELOUS RANCH	09/29/23	6090	CLEAN CUT LANDSCAPE	PELOUS RANCH-LANDSC	585
37		09/29/23	6672			\$45 9 459
38	101 - GENERAL FUND	09/29/25	0072	COLBY'S TIRE, TOWING	LIC#1405531 A/C SVC	\$1,025
50	600 - CAPITAL IMPROVEMENT	09/29/23	091	CONSOLIDATED TESTIN	VALENCIA&LINDA VIST	1,025
39		03/23/20	001			\$157
	101 - GENERAL FUND	09/29/23	102	CULLIGAN	#55962 AUG-LATE FEE	4104
	101 - GENERAL FUND	09/29/23		CULLIGAN	PS-#55962 AUGUST	153
40		, , , _0				\$64
	101 - GENERAL FUND	09/29/23	4683	DENNIS R. MEDDERS	UUT REFUND FY22/23	-9 0 -
		, .,				\$210
	101 - GENERAL FUND	09/29/23	316	DEPT OF JUSTICE	AUG. ALCOHOL ANALYS	/(
	101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23		DEPT OF JUSTICE DEPT OF JUSTICE	AUG. ALCOHOL ANALYS BLOOD ALCOHOL ANALY	
41						70 140 \$646

24543	781 - CAL HOME RLF	09/29/23	2540	DEPT.OF HOUSING & C	9/15/23CALHOME TO H	\$750.00 750.00
24544		00/20/22	2540		8/21/22 CDBC TO HCD	\$11,536.55
24545	700 - CDBG REVOLVING LN FUND	09/29/23	2540	DEPT.OF HOUSING & C	8/31/23 CDBG TO HCD	11,536.55 \$1,696.59
	700 - CDBG REVOLVING LN FUND	09/29/23	2540	DEPT.OF HOUSING & C	9/15/23 CDBG TO HCD	1,696.59
24546	720 - HOME REVOLVING LN FUND	09/29/23	2540	DEPT.OF HOUSING & C	8/31/23 HOME TO HCD	\$6,785.37 6,785.37
24547		03/23/23	2340	DEFT.OF HOUSING & C	8/31/23 HOWE TO HED	\$21,588.72
	720 - HOME REVOLVING LN FUND	09/29/23	2540	DEPT.OF HOUSING & C	9/15/23 HOME TO HCD	21,588.72
24548	553 - SEWER	09/29/23	5079	DOMINO SOLAR LTD	JB-9325693-00 AUGUS	\$3,931.50 3,931.50
24549	555 - 5LWER	03/23/23	3978	DOMINO SOLAR LID	18-9323093-00 A0003	\$130.97
	101 - GENERAL FUND	09/29/23	6666	EDNA HUBBARD	REIMBURSE WORK BOOT	130.97
24550	101 - GENERAL FUND	09/29/23	/1387	ESTELLA FLORES	UUT REFUND FY 22/23	\$24.83 24.83
24551		05/25/25	4307	LITELATEOREJ	001 11 010 11 22/23	\$906.36
	101 - GENERAL FUND	09/29/23	3663	FAILSAFE TESTING	REPAIRED LADDER FEE	906.36
24552	101 - GENERAL FUND	09/29/23	715/	FLORENCIO GONZALEZ	ARBOR DEPOSIT REFUN	\$100.00 100.00
24553	101 - GENERAETOND	03/23/23	7134	TEORENCIO GONZALLZ	ANDON DEPOSIT NEI ON	\$61.29
	101 - GENERAL FUND	09/29/23	1450	FRESNO OXYGEN & WEL	D,E,SML,MED CYLINDE	61.29
24554	552 - WATER	09/29/23	127	FRIANT WATER AUTHOR	FKC FOR OCT. OM&R	\$2,215.00 2,215.00
24555	552 - WATER	09/29/25	157	FRIANT WATER AUTHOR	FRE FOR OCT. OWIAR	\$1,488.73
	101 - GENERAL FUND	09/29/23	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	101 - GENERAL FUND	09/29/23		FRONTIER COMMUNICAT	209-151-2652	43.04
	101 - GENERAL FUND	09/29/23		FRONTIER COMMUNICAT	209-151-2656	43.04
	101 - GENERAL FUND	09/29/23		FRONTIER COMMUNICAT	209-151-2662	56.91
	101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23		FRONTIER COMMUNICAT FRONTIER COMMUNICAT	209-188-3200 562-2512	5.09 178.76
	101 - GENERAL FUND	09/29/23		FRONTIER COMMUNICAT	209-151-2650	21.52
	101 - GENERAL FUND	09/29/23		FRONTIER COMMUNICAT	209-188-3200	5.09
	101 - GENERAL FUND	09/29/23		FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	09/29/23	6010	FRONTIER COMMUNICAT	209-150-2936	78.33
	552 - WATER	09/29/23	6010	FRONTIER COMMUNICAT	209-151-2650	21.52
	552 - WATER	09/29/23	6010	FRONTIER COMMUNICAT	209-188-3200	5.09
	552 - WATER	09/29/23		FRONTIER COMMUNICAT	562-1552	129.21
	552 - WATER	09/29/23		FRONTIER COMMUNICAT	562-7131	162.11
	553 - SEWER	09/29/23		FRONTIER COMMUNICAT	209-150-3621	111.41
	553 - SEWER 553 - SEWER	09/29/23 09/29/23		FRONTIER COMMUNICAT FRONTIER COMMUNICAT	209-151-2650 209-151-2654	21.52 43.04
	553 - SEWER	09/29/23		FRONTIER COMMUNICAT	209-151-2655	43.04
	553 - SEWER	09/29/23		FRONTIER COMMUNICAT	209-188-3200	5.09
	553 - SEWER	09/29/23		FRONTIER COMMUNICAT	559-562-6317	125.03
	553 - SEWER	09/29/23	6010	FRONTIER COMMUNICAT	562-7132	366.38
4556						\$1,992.44
	101 - GENERAL FUND	09/29/23		GRAINGER INC	2 TRUCK BOX CHEST	400.28
	101 - GENERAL FUND	09/29/23		GRAINGER INC	FLASHING AMBER LIGH	170.91
	101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23		GRAINGER INC GRAINGER INC	JAW PULLER 2 TRUCK BOX CHEST	220.41 400.28
	552 - WATER	09/29/23		GRAINGER INC	2 TRUCK BOX CHEST	400.28
	553 - SEWER	09/29/23		GRAINGER INC	2 TRUCK BOX CHEST	400.28
4557						\$128.32
	101 - GENERAL FUND	09/29/23	1391	HOME DEPOT	PLYWOOD & LUMBER FE	128.32
4558		00/20/22	2260			\$36.64
4559	101 - GENERAL FUND	09/29/23	2369	IMOGENE HALL	UUT REFUND FY 22/23	36.64 \$100.00
	101 - GENERAL FUND	09/29/23	6188	JEANETTE KEEL	ARBOR DEPOSIT REFUND	100.00
4560						\$153.03
	101 - GENERAL FUND	09/29/23	1198	JENSEN & PILEGARD	LANDSCAPE-BLADES	153.03
4561		00/20/22	107		W.CSEMI ANNUAL SV	\$243.73 243.73
4562	400 - WELLNESS CENTER	09/29/23	197	JORGENSEN COMPANY I	W.CSEIVII AININUAL SV	\$53.60
	101 - GENERAL FUND	09/29/23	4947	JOSEPH MONGE	UUT REFUND FY 22/23	53.60
4563						\$250.00
	101 - GENERAL FUND	09/29/23	6687	JOSEPH TANNER	2023 ICMA CONFERENC	250.00
4564		00/20/25	C77.			\$6,000.00
4565	552 - WATER	09/29/23	6/74	KAWEAH WATER FOUNDA	SAFE DRINKING WATER	6,000.00 \$70,608.72
+305	101 - GENERAL FUND	09/29/23	6100	KEENAN & ASSOCIATES	OCT. PPO 250 ACTIVE	\$70,608.72 62,873.01
	101 - GENERAL FUND	09/29/23		KEENAN & ASSOCIATES	OCT. PPO 500 ACTIVE	7,735.71
		,,				.,

4566						\$1,100.0
	779 - 00-HOME-0487	09/29/23	2437	KEMPER	J CORTEZ 209 N SWEE	1,100.0
4567	101 CENERAL FUND	00/20/22	E04E			\$61.2
4568	101 - GENERAL FUND	09/29/23	5945	LARRY OLIN SHAW	UUT REFUND FY 22/23	61.2 \$ 2,617.2
	400 - WELLNESS CENTER	09/29/23	5788	LINCOLN AQUATICS	CHLOR. BOTTLE DEPOS	(300.00
	400 - WELLNESS CENTER	09/29/23	5788	LINCOLN AQUATICS	PESTICIDE,CHLORINE	1,237.2
	400 - WELLNESS CENTER	09/29/23	5788	LINCOLN AQUATICS	SANI-CHLOR,CYL DEPO	1,680.04
4569						\$897.3
	101 - GENERAL FUND	09/29/23	4067	LINCOLN NAT'L INSUR	OCT. 2023 LIFE PLAN	897.3
4570		00/20/22	7150			\$235.0
4571	101 - GENERAL FUND	09/29/23	/153	LINDSAY RIB COOK OF	RIB COOK OFF BOOTH	235.0 \$500.0
4571	400 - WELLNESS CENTER	09/29/23	3352	LINDSAY SKIMMERS	RENTAL DEPOSIT REFUND	500.0
4572		03/23/23	3332			\$75.0
	101 - GENERAL FUND	09/29/23	5424	LINDSAY VETERINARY	8/31/23 ANIMAL SERV	25.0
	101 - GENERAL FUND	09/29/23	5424	LINDSAY VETERINARY	9/7/23 ANIMAL SERVI	50.0
4573						\$2,877.2
	552 - WATER	09/29/23	6550	MARIO SAGREDO ELECT	CANAL-BOOSTER PUMP	2,610.9
	553 - SEWER	09/29/23	6550	MARIO SAGREDO ELECT	WW-HOOK UP PIG TAIL	266.3
4574		00/20/22	1005			\$43.8
4575	101 - GENERAL FUND	09/29/23	4685	MARY FLORES	UUT REFUND FY 22/23	43.8
4575	101 - GENERAL FUND	09/29/23	3638	MASCORRO PLUMBING	PLUMBING-911 N PARK	\$900.0 900.0
4576	101 - GENERALTOND	03/23/23	3038	MASCORRO FLOWBING	PLOWBING-511 N PARK	\$6.4
4370	101 - GENERAL FUND	09/29/23	5852	MID VALLEY DISPOSAL	FINANCE CHARGE	6.4
4577		,,				\$33.1
	101 - GENERAL FUND	09/29/23	6349	OLGA RENTERIA	UUT REFUND FY 22/23	33.1
4578						\$229.3
	552 - WATER	09/29/23	6673	PACE SUPPLY CORP	WATER BOX ACCESSORI	229.3
4579						\$88.0
	101 - GENERAL FUND	09/29/23	4949	PETER SALCEDO	UUT REFUND FY 22/23	88.0
4580		00/20/22	272			\$195.7
4581	101 - GENERAL FUND	09/29/23	272	PITNEY BOWES INC.	POSTAGE METER RENTA	195.7 \$3,239.9
4581	101 - GENERAL FUND	09/29/23	6991	PREMIER ACCESS INSU	OCT. 2023 DENTAL PL	3,239.9 3,239.9
4582		05/25/25	0551	T NEIWIEN ACCESS INSO	OCT. 2023 DENTALTE	\$2,163.8
	101 - GENERAL FUND	09/29/23	3036	PRO FORCE LAW ENFOR	2 9MM GUNS	1,616.0
	101 - GENERAL FUND	09/29/23	3036	PRO FORCE LAW ENFOR	9MM GUN	547.8
4583						\$965.5
	101 - GENERAL FUND	09/29/23		QUILL CORPORATION	BINDERS	36.3
	101 - GENERAL FUND	09/29/23		QUILL CORPORATION	PENS,STAPLES,FOLDER	91.5
	101 - GENERAL FUND	09/29/23		QUILL CORPORATION	DRY ERASE, FILE FOLD	199.3
	101 - GENERAL FUND	09/29/23		QUILL CORPORATION	TRASH BAGS	520.8
4584	400 - WELLNESS CENTER	09/29/23	285	QUILL CORPORATION	INK CARTRIDGE	117.4 \$1,089.9
	552 - WATER	09/29/23	3016	QUINN COMPANY	T/S TRANSMISSION	544.9
	553 - SEWER	09/29/23		QUINN COMPANY	T/S TRANSMISSION	544.9
4585					,	\$12.3
	101 - GENERAL FUND	09/29/23	6569	RACHEL MUNOZ	UUT REFUND FY 22/23	12.3
4586						\$5,000.0
	552 - WATER	09/29/23		RALPH GUTIERREZ WAT	SEPT CPO WATER TREA	2,500.0
	553 - SEWER	09/29/23	6095	RALPH GUTIERREZ WAT	SEPT CPO SEWER TREA	2,500.0
4587		00/00/00	7155	DOCAL DA LIVEDZA		\$100.0
4588	101 - GENERAL FUND	09/29/23	/155	ROSALBA HUERTA	ARBOR DEPOSIT REFUND	100.0
4588	600 - CAPITAL IMPROVEMENT	09/29/23	7110	SEAL RITE PAVING AN	VALENCIA&LINDA VIST	\$262,646.1 262,646.1
4589	000 - CAPITAL IMPROVEMENT	03/23/23	/119	JEAL KITE FAVING AN	VALENCIAGEINDA VIST	\$1,229.0
4305	261 - GAS TAX FUND	09/29/23	3054	SHERWIN-WILLIAMS CO	ROAD MARKING PAINT	1,229.0
4590		, -, -				\$10,060.1
	101 - GENERAL FUND	09/29/23	310	SOUTHERN CA. EDISON	268 N SWEETBRIAR AV	14.8
	261 - GAS TAX FUND	09/29/23	310	SOUTHERN CA. EDISON	108 HERMOSA PED.	106.9
	261 - GAS TAX FUND	09/29/23		SOUTHERN CA. EDISON	108 W HERMOSA LS3	20.2
	261 - GAS TAX FUND	09/29/23		SOUTHERN CA. EDISON	135 W HONOLULU LS3A	119.8
	261 - GAS TAX FUND	09/29/23		SOUTHERN CA. EDISON	150 E HONOLULU LS3B	143.5
	261 - GAS TAX FUND	09/29/23		SOUTHERN CA. EDISON	151 W HONOLULU LS3C	73.0
	261 - GAS TAX FUND	09/29/23 09/29/23		SOUTHERN CA. EDISON	151 W SAMOA LS3D	80.3
		114/14/12	310	SOUTHERN CA. EDISON	157 N MIRAGE AVE LE	51.5
	261 - GAS TAX FUND		210	COLITUEDNI CALEDICONI	2CO NI CIM/EETODIAD AV	
	261 - GAS TAX FUND	09/29/23		SOUTHERN CA. EDISON	269 N SWEETBRIAR AV	
	261 - GAS TAX FUND 400 - WELLNESS CENTER	09/29/23 09/29/23	310	SOUTHERN CA. EDISON	740 SEQUOIA AVE	60.6 9,168.1 189 9
	261 - GAS TAX FUND	09/29/23	310 310			

4592						\$659.
	779 - 00-HOME-0487	09/29/23	3634	STATE FARM	JUDITH M 340 EASTWO	659. \$211.
+332	101 - GENERAL FUND	09/29/23	6702	STERICYCLE INC	FD-AUG. SHRED IT SV	133.
	101 - GENERAL FUND		6703	STERICYCLE INC	PS-AUG. SHRED IT SV	78.
593	101 - GENERAET OND	03/23/23	0703	STERICICLE INC	F3-A00. SHIED IT SV	\$100.
333	400 - WELLNESS CENTER	09/29/23	2209	TAMARA LAKEN	FACILITY RENTAL DEP	100.
594						\$4,463.
	101 - GENERAL FUND	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	495.
	101 - GENERAL FUND	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	496.
	101 - GENERAL FUND	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	496.
	101 - GENERAL FUND	09/29/23		TELEPACIFIC COMMUNI	9/9/23-10/8/23	496.
	101 - GENERAL FUND	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	495.
	400 - WELLNESS CENTER	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	496.
	552 - WATER	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	496.
	553 - SEWER	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	496.
	554 - REFUSE	09/29/23	5755	TELEPACIFIC COMMUNI	9/9/23-10/8/23	496.
595						\$90.
	101 - GENERAL FUND	09/29/23	6758	THE DIESEL DOCTOR	TRUCK#T87 REPAIRS	90.
1596						\$287.
	101 - GENERAL FUND	09/29/23	5792	THOMSON REUTERS - W	ONLINE CHARGES CRED	(250.
	101 - GENERAL FUND	09/29/23	5792	THOMSON REUTERS - W	ONLINE/SOFTWARE CHA	537.
597						\$20.
	101 - GENERAL FUND	09/29/23	6015	TULARE COUNTY CLERK	RELEASE-552 MTN CIR	20.
598						\$8,981.
	553 - SEWER	09/29/23	3814	TURNUPSEED ELECTRIC	WWTP-OXIDATION DITCH	8,981.
599		00/00/00	F 7 4 -		0/10/22/22 12755	\$10,249.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/10/23 HR-ARTESIA	695.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/10/23 FD-MARIA M.	173.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/17/23 FD-MARIA M.	200.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	8/27/23 PS-DANA G.	892.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/10/23 PD-DANA G.	714.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/3/23 PS-DANA G.	892.
	101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23		USA STAFFING INC. USA STAFFING INC.	9/10/23 CITY SERVIC	1,008.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/17/23 CS-SYDNEY M 8/27/23 CS-JUAN R.	1,045. 184.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/10/23 CITY SERVIC	1,474.
	101 - GENERAL FUND	09/29/23		USA STAFFING INC.	9/10/23 CITY SERVIC	1,474.
	552 - WATER	09/29/23		USA STAFFING INC.	9/10/23 FD-MARIA M.	1,843.
	552 - WATER	09/29/23		USA STAFFING INC.	9/17/23 FD-MARIA M.	200.
	553 - SEWER	09/29/23		USA STAFFING INC.	9/10/23 FD-MARIA M.	173.
	553 - SEWER	09/29/23		USA STAFFING INC.	9/17/23 FD-MARIA M.	200.
	554 - REFUSE	09/29/23		USA STAFFING INC.	9/10/23 FD-MARIA M.	173.
	554 - REFUSE	09/29/23		USA STAFFING INC.	9/17/23 FD-MARIA M.	200.
4600					-, , -	\$3,747.
	552 - WATER	09/29/23	5413	UNIVAR USA INC	SOD HYPO LIQUICHLOR	3,747.
601						\$679.
	552 - WATER	09/29/23	356	USA BLUEBOOK	WTP-CHLOR FREE REAG	484.
	552 - WATER	09/29/23	356	USA BLUEBOOK	WTP-DESK TRAYS	42.
	553 - SEWER	09/29/23	356	USA BLUEBOOK	PAPER & TSS FILTERS	153.
1602						
4602	101 - GENERAL FUND	09/29/23	1041	VERIZON WIRELESS	642065758-00001 AUG	\$1,130 . 125.
1602	101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23		VERIZON WIRELESS VERIZON WIRELESS	642065758-00001 AUG 642065758-00004 AUG	\$1,130. 125.
						\$1,130. 125. 1,005.
			1041			\$1,130. 125. 1,005. \$503.
	101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23 09/29/23	1041 612 612	VERIZON WIRELESS	642065758-00004 AUG	\$1,130. 125. 1,005. \$503. 62.
	101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23 09/29/23 09/29/23	1041 612 612 612	VERIZON WIRELESS WEISENBERGERS ACE H	642065758-00004 AUG PAINT TRAY SET,PAIN	\$1,130. 125. 1,005. \$503. 62. 28. 161.
	101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23 09/29/23 09/29/23 09/29/23	1041 612 612 612 612 612	VERIZON WIRELESS WEISENBERGERS ACE H WEISENBERGERS ACE H WEISENBERGERS ACE H WEISENBERGERS ACE H	642065758-00004 AUG PAINT TRAY SET,PAIN JW PLIER SET TILE CEILING PLATES SHARPEN BLADES/CHAI	\$1,130. 125. 1,005. \$503. 62. 28. 161. 11.
1603	101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND	09/29/23 09/29/23 09/29/23 09/29/23	1041 612 612 612 612 612	VERIZON WIRELESS WEISENBERGERS ACE H WEISENBERGERS ACE H WEISENBERGERS ACE H	642065758-00004 AUG PAINT TRAY SET,PAIN JW PLIER SET TILE CEILING PLATES	\$1,130. 125. 1,005. \$503. 62. 28. 161. 11. 240.
4603	101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND 101 - GENERAL FUND 552 - WATER	09/29/23 09/29/23 09/29/23 09/29/23 09/29/23 09/29/23	1041 612 612 612 612 612 612	VERIZON WIRELESS WEISENBERGERS ACE H WEISENBERGERS ACE H WEISENBERGERS ACE H WEISENBERGERS ACE H	642065758-00004 AUG PAINT TRAY SET,PAIN JW PLIER SET TILE CEILING PLATES SHARPEN BLADES/CHAI CANOPY	\$1,130. 125. 1,005. \$503. 62. 28. 161. 11. 240. \$1,545.
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TOTAL		\$ 768,374.00
	891 - PELOUS RANCH	616.09
	890 - MAPLE VALLEY ASSESSMENT	55.00
	889 - SIERRA VISTA ASSESSMENT	97.0
	888 - PARKSIDE	1,373.7
	887 - SWEETBRIER TOWNHOUSES	546.0
	886 - SAMOA	154.0
	884 - HERITAGE ASSESSMENT DIST	1,015.2
	883 - SIERRA VIEW ASSESSMENT	1,781.0
	781 - CAL HOME RLF	1,396.0
	779 - 00-HOME-0487	1,759.0
	720 - HOME REVOLVING LN FUND	28,374.0
	700 - CDBG REVOLVING LN FUND	13,233.14
	600 - CAPITAL IMPROVEMENT	447,136.86
	556 - VITA-PAKT	137.6
	554 - REFUSE	1,008.0
	553 - SEWER	18,991.90
	552 - WATER	20,625.5
	400 - WELLNESS CENTER	34,671.0
	306 - COVID-19 ARPA FUND	1,545.0
	261 - GAS TAX FUND	1,885.2
	101 - GENERAL FUND	191,972.2



Monthly Treasurer's Report September 30, 2023 Cash Balances Classified by Depository

GL ACCOUNT #	TYPE	BALANCE
100-102	RES	\$700
100-114	GEN	901,981
100-100	GEN	11,700
100-106	GEN	357,411
100-500	GEN	1,150,157
100-120	RES	31,063
100-103	INV-RES	6,090,699
100-700	INV-RES	5,552,119
		\$14,095,829
	100-102 100-114 100-100 100-106 100-500 100-120 100-103	100-102 RES 100-114 GEN 100-100 GEN 100-106 GEN 100-500 GEN 100-120 RES 100-103 INV-RES

CASH EXPENDED

ACCOUNTS PAYABLE & PAYROLL	AMOUNT
Accounts Payable	\$1,703,336
Payroll (Septmber 8 Payday)	\$294,441
Payroll (Septmber 22 Payday)	\$317,906
TOTAL	\$ 2,315,682

DEBT SERVICE	AMOUNT
None.	
TOTAL	\$ -

INVESTMENTS

INVESTMENT POLICY COMPLIANCE

As of the end of the month, the investments were in compliance with the requirements of the City's investment policy. This report reflects all cash and investments of the City of Lindsav (O/S checks not reflected in End Cash Balance).

INVESTED FUNDS

\$11,642,818

Respectfully submitted,

Salvador Guzman

Director of Finance City of Lindsay ABBREVIATIONS

GEN: GENERAL UNRESTRICTED RES: RESTRICTED ACTIVITY INV: INVESTMENT



STAFF REPORT

TO:Lindsay City CouncilFROM:Shelline Bennett, Liebert Cassidy WhitmoreDEPARTMENT:City AttorneyITEM NO.:8.4MEETING DATE:October 10, 2023

ACTION & RECOMMENDATION

Consider Minute Order Approval of Amendments and Revisions to the City Lindsay Personnel Rules and Regulations.

BACKGROUND | ANALYSIS

At the September 12, 2023, Regular Meeting of the Lindsay City Council, the Council directed that Section 11.5.3 Compensation During Bereavement Leave of the Personnel Rules and Regulations reflect to read as follows "For a regular full-time employee, the first three (3) working days of bereavement leave are paid of absence. For all other employees, or for leave beyond three (3) days, bereavement leave is unpaid, but an employee may use vacation, compensatory time, sick leave, or any other paid leave that would otherwise be available."

Based on legal review of the City of Lindsay Personnel Rules and Regulations ("Personnel Rules"), the City proposes that the City Council consider approval of updated Personnel Rules, which are attached to this report. Proposed modifications include but are not limited to the following: verbiage clean up to ensure compliance with all applicable laws and regulations, probationary period, hours of work, leaves, disciplinary procedures, and miscellaneous rules.

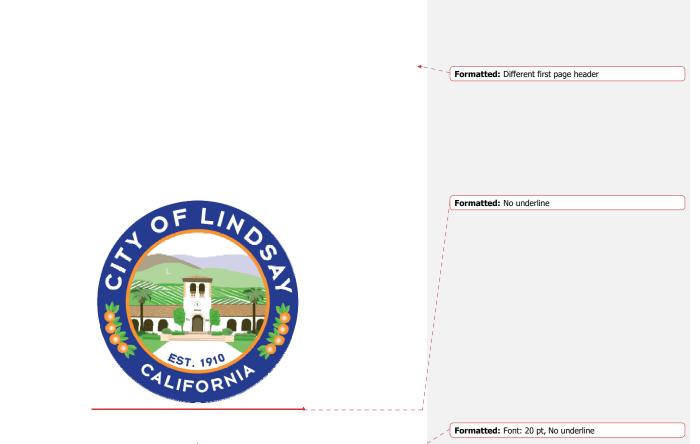
Recognized employee union groups were provided with the draft modifications to the Personnel Rules and allowed opportunity for input and meet and confer; following the same, the updated Personnel Rules now come to the City Council for approval consideration.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

• City of Lindsay Personnel Rules and Regulations – Redline Copy



City of Lindsay Personnel Rules and Regulations

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MERIT PERSONNEL SYSTEM

Section 1.1 Purpose

The purpose of this personnel system is to:

- 1. Establish an equitable and uniform procedure for dealing with personnel matters;
- 2. Attract the most competent and desirable persons available for employment;
- 3. Assure that appointment and advancement of employees are based on merit and ability; and
- 4. Provide reasonable security for qualified employees.

The objectives of these personnel rules and regulations are to facilitate efficient and economical service to the public and provide for a fair and equitable system of personnel management in the municipal government. These rules and regulations set forth those procedures and policies which ensure similar treatment for those who compete for original and promotional employment and define certain obligations, rights privileges, benefits, and prohibitions which are placed upon all employees in the service of the City.

Section 1.2 Personnel System Organization

The City Manager has final responsibility for all personnel actions, except those reserved to the City Council. Each department head exercises direct line authority for personnel functions described in these rules and regulations. The City Manager shall administer the personnel system. He/she may delegate personnel duties for the effective administration of the system to the Personnel Director, his/her designee, or Finance Director.

Section 1.3 Merit Employment Policy

It is the policy of the city to provide for an employment system, which assures that employees are selected, <u>promotedpromoted</u>, and retained on the basis of merit. It is the intent of this system to provide fair and equitable treatment to all applicants for employment. The screening and selection of the employees shall be on a specific <u>job relatedjob-related</u> basis. The potential and actual performance of employees within the city shall guide employment decisions with the goal of providing a <u>high performancehigh-performance</u> work force for the residents of the City.

Section 1.4 Intent of the Personnel System

- <u>Employment Standards</u>: The City Council and all the <u>residents_eitizens</u> of Lindsay have the right to expect that the City will employ the best qualified persons available, that the tenure of every City employee will be based on a demonstrated need for the work performed, availability of funds, competent effective performance, proper personal conduct, and continuing fitness for the position.
- 2. <u>City Responsibility to employees:</u> Each employee of the City of Lindsay has the right to expect: To be fully informed of his or her duties and

responsibilities; to be provided with adequate administrative and supervisory direction; to be informed of job expectations and desired work behaviors; that promotions will be made on the basis of merit and ability; and progressively improved work performance over an extended period will be recognized and rewarded; that incompetence and misconduct will not be tolerated; and that suspensions, demotions, terminations, and other disciplinary actions will be administered in a fair and impartial manner.

Section 1.5 Prior Policies Repealed

If the terms and provisions of these personnel rules and regulations are inconsistent or in conflict with the terms and provisions of any prior City of Lindsay ("City") personnel rules and regulations this policy shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations this policy shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 1.6 Priority of Collective Bargaining Agreements

If a provision of these rules conflicts with any provision of an applicable collective bargaining agreement entered into by the City and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall be deemed controlling unless the provision of these rules has been negotiated more recently.

Section 1.7 Terms of Personnel Manual Rules

These personnel rules and regulations shall take effect when approved by the City Manager of the City. The <u>manual-rules</u> shall remain in effect unless repealed, in whole or part, by the City Manager. The City Manager may in his/her sole discretion add to, delete or otherwise modify these personnel rules and regulations, subject to the following paragraph.

Prior to amendment of these personnel rules and regulations, the City Manager shall consult with City employees or, if required, upon request, meet and confer with affected recognized employee organizations.

Section 1.8 Non-Discrimination

The City shall comply with applicable federal and state laws governing fair employment practice and equal opportunity. The City strictly prohibits unlawful discrimination. This includes discrimination on the basis of sex, sexual orientation, gender identity, national origin, race, color, ancestry, religious creed, physical or mental disability, medical condition, age, marital status, citizenship status, uniformed service member status or any other protected class under applicable law.

Section 1.9 Application of Personnel Rules and Regulations

These personnel rules and regulations have been developed to serve the City of Lindsay and all employees of the City of Lindsay unless specifically excluded. Its contents and all appropriate references represent the rules and practices to which all employees of the City are held accountable.

Section 1.10 Violations of Rules and Regulations

Violation of the provisions of these rules and regulations shall constitute grounds for disciplinary action. A violation shall not make disciplinary action mandatory but shall be given such weight as shall be appropriate in view of al the circumstances.

Section 1.11 Employee Responsibility

It shall be the responsibility of each employee to become aware and be knowledgeable of these personnel rules and regulations.

Section 1.12 Administrative-Department Policies and Procedures

The City Manager or individual city department heads may develop and administer supplemental written department policies and procedures as deemed necessary for the efficient, safe and orderly administration of the City or department. However, no such policies or procedures shall conflict with or supersede these personnel rules and regulations, other Council resolutions and ordinances, or existing laws. Copies of department policies and procedures should be distributed made available to each employee of the department.

Section 1.13 Distribution of Personnel Policies

A copy of these personnel rules and regulations shall be <u>distributed made available</u> to each City employee and each recognized employee organization. Newly hired employees shall receive a copy upon hire. Copies of these personnel rules and regulations shall also be <u>distributed made</u> <u>availableavailable</u> to each department of the City. Department heads shall make them accessible to employees. <u>Copies shall be available in the personnel office</u>. Employees with questions about these personnel rules and regulations may direct them to <u>his or hertheir</u> immediate supervisor, the department head, the personnel office, or Finance Director.

Section 1.14 No Contract Created

These rules do not create any contract of employment, expressed or implied, or any rights in the nature of a contract.

Section 1.15 Severability Clause

If any provision, or the application(s) of any provision of these personnel rules and regulations is implemented is rendered or declared invalid by any final court action or by reason of any preemptive legislation, the remaining provisions of these personnel rules and regulation shall remain in full force and effect. Nothing these personnel rules and regulations shall be construed to deny any person or employee the rights granted by federal and state law. The rights, powers and authority of the City Manager in all matters, including the right to maintain any legal action shall not be modified or restricted by these regulations.

DEFINITION OF TERMS

2

Section 2.1 Definitions

Unless the context indicates otherwise the terms used in these personnel rules and regulations are defined as follows:

Abandonment of Position – The failure to report to work for three consecutive regular work shifts without notification by the employee and approval of the City.

Acting Appointment – An appointment of a person who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class in the absence of available eligible incumbents, or on an interim basis pending later appointment of an eligible person.

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

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

Anniversary Date – One calendar year from the date of the employee's probationary appointment with the City and each succeeding year thereafter, unless the probationary period was extended. An employee's anniversary date shall be determined by applying the continuity of service requirements of these rules.

Appeal – A written request by an employee for consideration in matters relating to grievance and/or discipline as set forth in these rules.

Appointment – The offer to, and acceptance by, an individual for a position in the competitive service.

Applicant – Any person submitting a formal completed application for employment with the City.

Appointing Authority – The City Manager is the appointing authority for all City employees and the City Council shall appoint the City Manager. The City Manager may delegate appointing authority. Further delegations of appointing authority must be approved by the City Manager.

Authorized Position – A specific work position within a job classification that is or may be held by and employee.

Benefit Date – For the purpose of sick and vacation leave accrued, the benefit date is defined as follows for all employees: (a) if the first working day of the pay period was worked, the benefit date will be the first day of that pay period. (b) if the employee started anytime after the first working day of the pay period, then the benefit date will be the first day of the following pay period. (c) if an employee is absent without pay for any period of time his or her benefit date will be adjusted to reflect the deduction of the period of time in which the employees was absent without pay.

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Break in Continuous Service – Separation of the employee from City employment initiated by either the City of the employees for any period without pay.

Bulletin Board - The official posting place for public notices.

Certification – The furnishing of names by the personnel officer of eligible, available candidates for employment, from an employment list in the manner prescribed in these rules.

Class – A result of grouping together those positions that are similar in duties, authority, and responsibility, so that the same requirements as to education, general knowledge, and ability may be required of incumbents, and permit grouping under a common title with common standards of selection, and with the same schedule of compensation. Individual positions in the same class may be assigned different duties and responsibilities.

Class Specification – The official description of a class including (1) title, (2) a definition, (3) a statement of the duties and responsibilities, and (4) the employment standards, such as education, experience, knowledge and skills, and abilities which may be required of applicants.

Classification Plan – The arrangement of positions in classes, together with the title and specifications describing each class.

Compensation – Salary, wages, fees, benefits, allowances or any other consideration paid to an employee for performing the duties or exercising the responsibilities of a position.

Compensatory Time - Time off from work in lieu of monetary payment for overtime work.

Continuous Service – Employment in a regular position that is uninterrupted from the effective date of the appointment except an authorized absence with pay or as required by law.

Contract Employees – Contract employees are those individuals employed by the City pursuant to the terms of an individual employment contract that sets forth terms and conditions of employment. Unless expressly stated herein, the provisions of these personnel rules and regulations shall not be applicable to contract employees.

Days - Means calendar days unless otherwise stated.

Demotion – The movement of an employee from a position in one class to another class, the next class having a lower maximum base rate of pay.

Department – A major administrative branch of the City involving a general line of work with one or more employees under the charge of one or more individuals known as supervisors.

Department Head – The individual designated as the administrative head of a City department. The City Manager is the Department Head of the other departments heads.

Disciplinary Action – The termination, demotion, reduction in pay, or suspension of a regular employee for cause.

Eligible – A person whose name is on an employment list.

Employee – A person who is legally occupying a position in the City's service or who is on an authorized leave of absence for such position.

Employee (Emergency) - A person employed by the City for a temporary period of time to meet emergencies, which threaten life, property, or the general welfare of the City. An emergency employee serves at the will of the City Manager or designee and may be removed at any time without cause.

Employee (Part-Time) – A person employed by the City for specifically designated hours less than full time. A part time employee serves at the will of the City Manager or designee and may be removed at any time without cause.

Employee (Probationary) – A person employed by the City in a regular full-time position who has not completed the probationary period.

Employee (Regular) – A person employed by the City in a full-time capacity who has successfully completed his/her probationary period and has been retained according to the provisions of these rules. The term does not include an elected official.

Employee (Temporary) – A person employed by the City full-time or part-time for some specific work that is temporary in nature. A temporary employee serves at the will of the City Manager or designee and may be removed at any time without cause.

Employee (Extra Help) - An employee who is appointed to a position with less than year-round funding. Extra-help employees shall be compensated on an hourly basis shall not be eligible for participation in any benefit plans except as required by law and serves at the will of the City Manager or designee and may be removed at any time without cause.

Employment Date - Date on which an employee was hired to fill a position with the City.

Employment List – A list of names of persons who may be considered for employment with the City under specified conditions. Employment lists will be prepared as needed under the direction of the Personnel Director or their designee.

Evaluation Date – For the purpose of step advancement, this term shall mean the date upon which the employee's most recent step advancement occurred.

Examination – An examination for a particular class, which is open to persons meeting the qualifications for the class.

Exempt Employee – The City Manager, department heads, executive or professional staff, administrative technical staff, and others whose duties and responsibilities allow them to be "exempt" from the overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

Fiscal Year – The fiscal year for the City begins on July 1 and ends on June 30 of the next year.

Full-time Position – A budgeted position in which an employee of the City is regularly scheduled to work at least forty (40) hours per week and/or no less than two thousand eighty hours per year.

Grievance – The formal allegation made by an employee that the City, or one of its representatives has violated, misinterpreted, or misapplied the provisions of the Memorandum of Understanding and/or City personnel ordinances, rules and regulations, or administrative directives.

Grievance Procedure – The systematic means set forth in these personnel rules and regulations by which an employee may obtain consideration of a grievance.

Job Description – Description of duties, responsibilities, and minimum qualification requirements of the positions included in the class.

Lay-off – The separation of employees from the active work force workforce due to a shortage of work or funds, or due to the abolition of positions by the City Manager and/or City Council for the above reasons or due to organization changes.

Leave of Absence - An authorized absence from duty for a specified period.

Memorandum of Understanding (M.O.U.) – (M.O.U.) – An understanding reached– with a recognized employee organization as a result of meeting and conferring on hours, wages, and working conditions in accordance with State law and City ordinances, resolutions_a and rules.

Minimum Qualifications – The minimum qualifications deemed necessary for a candidate to possess for selection to fill a vacancy and to maintain employment with the City.

Oral Interview or Qualifications Appraisal Board – Part of an examination conducted by a competent board to evaluate the candidate's education, experience, and general qualifications pertinent to the position for which examined.

Out-of-Class Pay – The salary an employee shall receive for working in a classification having a higher salary range than the one to which that employee was appointed during a period of time or these rules.

Overtime – Time worked in excess of 40 hours in a work week or as provided in an applicable M.O.U.

Part-time Position – A position in which an employee of the City is regularly scheduled to work less than forty (40) hours per week and/or less than two thousand eighty hours per year.

Performance Evaluation – A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's immediate supervisor and/or other member<u>other members</u> of management at designated intervals and filed in the employee's official personnel file; minimum of one evaluation annually.

Personnel Director – The employee of the City designated to manage the personnel function of the City. The Personnel Director may delegate one or more of those functions to subordinates.

Personnel Rules and Regulations Manual - This Group of personnel rules and regulations concerning employment with the City of Lindsay.

Personnel Records – The official records of the City for each employee, maintained by and in the personnel office, except records that may be required to be maintained in other locations.

Position – A specific office or employment provided by the budget, whether occupied or vacant, of <u>limited termlimited-term</u> or regular, and requiring the performance of certain duties and responsibilities assigned or delegated by the appointing authority.

Probationary Period – A period from original date of hire to be considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of duties of the position.

Professional Employee – Management, supervisory and technical employees engaged in work requiring specialized knowledge and skills as so designated by the City.

Promotion – The movement of an employee from a position of one class to a position in another class having a higher maximum salary rate, generally with an increase in duties and responsibilities over the employee's present class.

Promotion The movement of an employee from a position of one class to a position in another class having a higher maximums alary rate, generally with an increase in duties and responsibilities over the employee's present class.

Promotional Probationary Period – The initial period of service by an employee in a promotion position, this period to be considered an integral part of the examination, testing and selection process during which an employee is required to demonstrate fitness for the position to which promoted by actual performance.

Reclassification – Modification of job title and corresponding salary range adjustment supported by an appropriate classification analysis prepared under the direction of the Personnel Director, or designee which identifies a change in level of difficulty and/or responsibilities between the existing job description and actual job duties.

Reduction in Pay – A temporary or permanent decrease in salary.

Regular Position - A budgeted position, the duties of which do not terminate at any stated time.

Reinstatement – The restoration without examination of a former regular employee to a classification in which the employee formerly served as a regular non-probationary employee within one year of separation from the City.

Rejection - The termination or demotion of an employee during a probationary period.

Relief of Duty – The temporary assignment of an employee to a status of administrative leave with pay.

Reprimand – An oral or written notification to an employee regarding a censure made as a disciplinary action.

Resignation – Voluntary termination of employment by an employee, including the abandonment of the position.

Salary – The wages paid for services performed.

Salary Increase – An increase in salary for a classification as a result of the meet-and-confer process and/or City Manager or City Council action.

Salary Range – Categories, which determine the minimum and maximum salary with appropriate steps for each employment classification.

Seniority – Precedence of one employee over another based on length of service within the classification, department, and City to be determined by continuous employment from the date of hire into a regular position.

Separation - The voluntary or involuntary end of City employment.

Smoking - Includes any lighted cigarette, vaporizer, e-cigarette, cigar, or pipe.

Standard Work Week – Any consecutive seven (7) day period, as determined by the City, beginning at 12:01 A.M. on the first day, and ending at 12:00 midnight on the seventh day, and consisting of forty (40) hours.

Step Increase – A salary increase of one or more steps within the limits of the salary range established for a class.

Supervisor – A person having authority in the interest of the City to direct employees, or to adjust grievances, or effectively to-recommend any such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Suspension – The temporary separation, without pay, from service of an employee for disciplinary purposes.

Termination – Separation from City employment for disciplinary reasons or as a result of rejection during a probationary period.

Transfer – The movement of an employee within a department or between departments from one position to another position in the same class or another class having the same maximum salary.

Vacancy - An unfilled authorized position in the City of Lindsay employment.

Work Shifts – The days of the week and the hours on each of those days that an employee is assigned to work on a regular basis.

Section 2.2 Construction In General

The provisions of these rules and regulations and proceedings under them shall be construed with the view to affect their purpose and to promote justice.

Section 2.3 Prohibited Acts Include Causing or Permitting

Any act or omission, which is unlawful under these rules, includesing causing, permitting, aiding, abetting, suffering, or concealing the act or omission.

Section 2.4 Reference to Rules Includes Amendments

When a reference is made to a portion of these rules and regulations, or to an ordinance of the City, the reference applies to each amendment and addition, which may be made to it.

Section 2.5 "Shall" and "May"

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As used in these rules, "Sshall" is mandatory and "Mmay" is permissive.

GENERAL PROVISION

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Section 3.1 Fair Employment

During the selection process, the City will not attempt to elicit information concerning race, color, ancestry, national origin, sexual orientation and/or gender identity, marital status, physical or mental disability, medical condition, age, citizenship status, political or religious opinions or affiliations of an applicant. Appointment or removal from a position shall not be affected or influenced by consideration of race, color, ancestry, national origin, sexual orientation, and/or gender identity, marital status, physical or mental disability, medical condition, age, citizenship status, political or religious opinion or affiliation or other category protected by law.

Section 3.2 Violation of Rules and Regulations

Violation of these rules is grounds for suspension, demotion, dismissal or other disciplinary action appropriate under the circumstances.

Section 3.3 Amendment and Revision of Rules and Regulations

It is fully recognized that rules and regulations, practices, procedures and policies may require modification to reflect changing needs and more effective methods as they are developed. These rules and regulations may be appropriately revised to reflect such needed changes.

CLASSIFICATIONS

Section 4.1 Purpose

The classification plan provides a complete inventory of all positions in the competitive service and an accurate description and specification for each class of employment. The plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities.

Section 4.2 Classification Plan

The classification plan consists of classes and positions defined by class specification, including the title. The classification plan shall be maintained so that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedule of compensation may be made to apply with equity under similar working conditions to all positions in the same class.

Section 4.3 Administration

The Personnel Director or designee will continually review the classification plan based on the job analysis. The Personnel Director or designee shall ascertain and record the duties and responsibilities of all positions in the competitive service, and make a recommendation to the City Council or City Manager of a classification for such positions. Changes in classifications, which result in a salary that falls outside the limits of the department budget, shall be approved by the City Manager.

Section 4.4 Classification of Positions

Each position shall be allocated to the appropriate class in accordance with the character, difficulty, and responsibility of its assigned duties. Positions in a single class shall be sufficiently similar to permit substantially the same level of skill, knowledge, ability, and other qualifications required of incumbents, the same or similar selection method and the same schedule of compensation.

Section 4.5 Classification of New Positions

All new full-time positions require City Council authorization. The Personnel Director or designee shall recommend the proper assignment of any new positions to a class in the classification plan, or when appropriate, create a new class. When a new position is created and is classified before it is occupied, such position shall be subject to review by the Personnel Director or designee after it is occupied to determine if the incumbent is performing the duties of the class.

Section 4.6 Reclassification

The classification plan may be amended from time to time. The assigned duties of positions, which have been materially changed over time by the City so as <u>too-to</u> necessitate reclassification, whether new or already created, shall be allocated by the City Manager to a more appropriate class. Reclassification shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities. During the process of consideration, any recognized

employee organization affected shall be advised. Amendments and revisions of the plan may be suggested by any interested party, including any recognized employee organization and shall be submitted to the City Manager.

The City Manager may approve the reallocation of a position to a different class or approve the creation of a new class whenever the duties of the position change materially over time. This may occur upon the recommendation of the department head, or upon the request of an employee and with <u>the</u> concurrence of the department head. When any change is made within a Department, which significantly affects the duties and responsibilities of any position, the appointing authority shall report these facts in writing to the Personnel Director. The Personnel Director or designee shall make a classification study of the duties and responsibilities and the relationship to other classes or positions. The Personnel Director may study the allocation of any position in the Classification Plan and make recommendations to the City Manager for a change in class or the allocation to a more appropriate class. The department head shall be consulted before a classification study is begun in his or her department. Studies may be initiated in the following manner:

- 1. Written request, submitted by the department head, due to reorganization of a department caused by a lack of funds, lack of work, or where the department reorganization would be for the betterment of the delivery of services or when the duties of a position have materially changed over time.
- 2. Referral from the City Manager.

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- 3. When possible authorization of a new position is indicated.
- 4. Regular, periodic maintenance of the Classification Plan or when the Personnel Director identifies a need to study an existing position.

A change in classification on an occupied position shall affect the status of the incumbent in the following manner:

- 1. When a position is moved to a class with the same or higher salary range, the incumbent may retain the same status in the new class that was held in the prior class. The duties should have evolved over a period of time and be basically the same duties and responsibilities as were performed by the incumbent.
- 2. When a position is reallocated to a class in a related series with a lower salary range, incumbents may choose to retain the position by accepting voluntary demotion or may request a transfer, if available, for the class from which the position was moved. If neither of the foregoing is chosen, the normal layoff procedures will be followed.

Section 4.7 Job Descriptions (Specifications)

The Personnel Director or designee with the assistance of the department heads shall prepare written specifications for each class of positions. The official copy of the specifications for each class shall be maintained in the personnel office and shall indicate the date of approval or last revision.

Each specification shall include the class, title, a brief description of the scope, nature, and responsibility of the class, a description of the tasks or duties ordinarily performed in the positions allocated to the class; a statement of the minimum qualifications considered necessary for proficient performance of the work, including education, experience, training, knowledge, skills, physical characteristics, and any additional factors considered pertinent. Specifications are not restrictive. A department head may temporarily assign other related duties and responsibilities or otherwise direct the work of employees.

No person shall be appointed to any position unless that person meets the minimum qualifications set forth in the currently approved class specification for that position or meets the permissible equivalency provisions of these rules.

Section 4.8 Vacancies

When a permanent vacancy occurs in an authorized position, the department head may fill the vacant position with an existing employee or someone who is not currently employed. The department head may determine that it is in the City's best interest to leave the position vacant. Individuals will be chosen to fill the vacancy based on merit.

Section 4.9 Evaluations

All personnel of the City of Lindsay are subject to periodic evaluations of their work performance. Each person will be rated by his or her immediate supervisor and/or past supervisor depending on the length of time a person has been assigned to a particular supervisor. Each probationary employee shall be rated at the end of the third, sixth, ninth, and eleventh months of his/her probationary period, while each regular employee shall be rated thirty days prior to the employee's anniversary date. Performance evaluations will consist of both a written evaluation report and an evaluation interview. The written report will be prepared and used as a guide during the evaluation interview. Each supervisor shall use the City form obtained from the Personnel Director or designee. The completed form will be dated and signed by the supervisor and the employee after the interview. The completed form will then be forwarded to the department head who in turn will supply the original to the Personnel Director.



COMPENSATION

Section 5.1 Preparation of Salary and Wage Plan

Upon request of the City Manager, the Personnel Director shall recommend a wage and salary plan. The Personnel Director shall consult with each department head and give consideration to prevailing rates of pay and working conditions for comparable work in other public and private employment, the difficulty and responsibility of the work, current costs of living, suggestions of department heads, the City's financial condition and other relevant factors.

Section 5.2 Adoption and Application of Plan

The City Council shall adopt a salary and wage plan and may amend it from time to time. At the time the City Council considers it, interested persons may appear and shall be heard. Suggested changes may be submitted to the City Council through the City Manager. Said adoption will be accomplished during the budget process.

Section 5.3 New Employees

A new employee shall be appointed to the first step of the salary range to which his/her class is assigned, except as follows: where it is difficult to locate qualified personnel, or when it appears that the education and previous training or experience of a proposed employee is substantially superior to those required at the beginning level of the class and justify a beginning salary in excess of minimum compensation. The City Manager may authorize hiring at a higher step in such cases.

Section 5.3.1 Advancement Within Salary Range

Advancement within the salary range is not automatic. An increase is made on the basis of merit as established by the employees' work performance and after written recommendation of the department head. The department head shall set forth the source of funding for the raise, and show that adequate funds are available for the raise when given and in the coming fiscal years. Any advancement must be approved by the City Manager or designee. An employee who fails to receive in-grade salary advancement shall be notified in writing as to the reason.

Section 5.3.2 Special Salary Adjustments

In order to correct gross inequities or to reward outstanding achievement and performance, (exceptional service) the City Manager may upon recommendation of the department head adjust the salary rate of an employee to any step in his/her existing salary range or up to 10% above the range if the employee is at the top step. (See 5.5)

The factor of exceptional service is intended to recognize exceptional performance in which an employee is performing service substantially above the level of proficiency normally expected in the class or is producing results consistently superior to that normally expected of employees in the class. It does not include unusual acts or results caused by unusual conditions beyond the control of the employee, to which he/she demonstrated a normal reaction under the circumstances. This award may not be used in an attempt to solve a pay or classification inequity.

Section 5.3.3 Applicable Pay Rates

- (1) Following promotion. When promoted, an employee begins at step A of the range into which promoted or one step higher that his/her current salary, whichever is higher. The new anniversary date is the date of promotion.
- (2) Following demotion. In the case of the demotion to a class with a lower maximum salary, an employee shall be assigned to the same salary step in the new class, assuming that his/her service has been continuous in the new class. The employee shall retain his/her previous anniversary date.
- (3) Following transfer. Where an employee is transferred from one position to another in the same class or to another class to which the same pay range is applicable, the employee retains the same pay step and anniversary date.
- (4) Following salary range increases and decreases. Where a pay range is revised upward or downward, the incumbent of a position in the affected class is entitled to a pay adjustment to the same relative step in the new pay range. The anniversary date does not change.

Section 5.4 Deductions

Each deduction from an employee's wages shall be made in accordance with prevailing laws, contracts, rules and regulations.

Section 5.4.1 Deductions Required by Law and Contracts

Deductions include federal withholding tax, state withholding tax, social security tax, city retirement premium, paid family leave, and SDI.

Section 5.4.2 Written Authorization From Employee

Authorization is required for group medical, dental, hospitalization, disability, life insurance premiums, credit union, and any other deduction approved by the City Manager.

Section 5.4.3 Claims

Claims for non-payment of debts for the purpose of garnishing employees' wages shall be made to the Director of Finance under Section 710 of the Code of Civil Procedure.

Section 5.5 Salary Adjustment

The factor of exceptional service is intended to recognize exceptional performance in which an employee is performing service substantially above the level of proficiency normally expected in the class or is producing results consistently superior to that normally expected of employees in the class. It does not include unusual acts or results caused by unusual conditions beyond the control of the employee, to which he/she demonstrated a normal reaction under the circumstances. This award may not be used in an attempt to solve a pay or classification inequity. We suggest you move this paragraph to Section 5.3.2

Section 5.6 5.5 "Acting" Capacity

An employee, who temporarily assumes the duties of a superior position for an extended period of usually one (1) month or more, may upon approval of the City Manager receive premium pay commensurate with the duties assumed.

Section 5.7 5.6 Terminal Pay

An employee who is terminated is entitled to terminal pay:

- (1) That portion of the final pay period from the first day of the final pay period to the effective date of separation. The day of separation is either the working day specified for separation or the last day of the pay period if no date is specified.
- (2) Accrued vacation actually earned but not taken.
- (3) Accrued overtime.

Section 5.7.6.1 Employees' Death

An employee may, in a writing filed with Human Resources, designate a person to receive the employee's final paycheck in the event of the employee's death. The employee may change the designation from time to time. A person so designated may claim the employee's terminal pay upon proof of identity. A "person" for purposes of this section can include a corporation, trust, or estate.

An employee's surviving spouse may claim compensation due to a deceased employee by providing the City a sworn affidavit or declaration as described in Probate Code section 13601.

Absent a designated beneficiary or receipt of a qualifying claim by a surviving spouse, terminal pay will be paid to the employee's estate.

In case of employee's death the City shall pay the employee's beneficiary the sums set forth in 5.7 if he or she has so designated one; otherwise, terminal pay is paid to his or her estate.

Section 5.7.2 City Property

All City property in the employee's possession must be returned prior to separation, including keys, key fobs, identification cards, equipment, credit cards, gas cards, laptops, cell phones, pagers, and any other City equipment. Terminal pay is paid to an employee only upon submission by the employee of all city owned property in his/her possession including keys, badges, etc.

RULE VI APPLICATIONS AND APPLICANTS

Section 6.1 Employment Standards

It is the policy of the City to employ the best-qualified and most competent person available. Selection is made on the basis of merit and such applicable standards as demonstrated ability, skills and experience, training aptitude, intelligence, and character.

Section 6.2 Applications

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The City shall make official application forms available in a manner, which will facilitate effective recruiting. The form shall require information covering training, education, experience, and other pertinent information, and may include references. The applicant must sign the application.

Section 6.3 Application Filing

Each person participating in a scheduled selection process for employment shall have completed and filed an official application form for that recruitment. The personnel office must receive the official application form no later than the date and time of the last filing deadline as published in the announcement. Each applicant must sign the application form certifying that all statements are correct. Persons applying for a position must comply with the following conditions:

- 1. Meet the general conditions pertaining to the filing of an application.
- Meet the specific requirements as shown on the announcement for a particular position;
- 3. Meet the right-to-work in the United States or citizenship requirement, and
- 4. Be willing and able to accept the employment in the present vacant position or a future similar vacant position, if employment were offered.

The name of persons applying for City positions or the evaluation of their participation in any selection process shall not be made public. Applications will be accepted when recruitment has begun for a position.

Section <u>6.3.1</u> <u>6.4</u> <u>Evidence of Good</u> Character

The City may require an applicant to furnish evidence of good character.

Section <u>6.3.2</u> <u>6.5</u> Physical and Psychiatrist Examination

The City may require an applicant to undergo physical and/or psychiatric examination at the City's expense.

Section-6.3.3 6.6 Credit Rating

The City may require satisfactory credit ratings of <u>applicants and/or</u> employees.

Section <u>6.3.4 6.7</u> Residency

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Residence in the City at the time of application is not a requirement. However, the City Manager or department head may require certain classes of employees to live within a specified response time of the City.

Sections 6.4 Standards 6.8 – Operation of Motor Vehicle

If driving a vehicle is required for the job the applicant must be able to show:

- (a) The ability to posses a valid California driver's license
- (b) The ability to drive safety
- (c) The ability to operate a motor vehicle in all types of weather conditions

Section-6.4.1 6.9 Personal Integrity

The City will consider evidence of personal integrity such as:

- (a) Refusing to yield to the temptation of bribes, gratuities, pay offs, etc.
- (b) Refusing to tolerate unethical or illegal conduct on the part of other personnel.
- (c) Showing strong moral character and integrity in dealing with the public.
- (d) Being honest in dealing with the public.

Section-6.4.2 6.10 Dependability

The City will consider evidence of dependability such as:

- (a) Having a record of submitting reports or completing assignments on time and not malingering on jobs.
- (b) A record of being motivated to perform well.
- (c) A record of dependability and ability to follow through on assignments.
- (d) A history of taking the extra effort required for complete accuracy in all details of work.
- (e) A willingness to work the hours needed to complete a job.

Section-6.5 6.11 Disqualification of Applicant

The Personnel Director may eliminate from the selection process, remove from the eligible list, or refuse to certify the name of any person:

- Who does not meet the minimum qualifications established for the class or position to which they seek appointment;
- (b) Who has made a false statement, misrepresentation, or omission of <u>a</u> material fact or actual or attempted deception, fraud or misconduct in connection with his or her application
- (c) Who has improperly used or attempted to use any personal or political influence to further his or her eligibility for appointment;
- (d) Who has been terminated for good cause from previous employment.

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- (e) Who has failed to submit an application correctly within the prescribed time limit;
- Who has directly or indirectly obtained information regarding examinations to which applicants are not entitled;
- (g) Who has failed any part of the selection process for the same position within the last six months
- (h) Who is physically or psychologically -unfit for the performance of essential functions of the position and such unfitness cannot be reasonably accommodated.
- (i) Who has been convicted, including pleas of guilty and nolo contendere, of any felony or a misdemeanor, which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position. The City Manager may disregard such convictions if it is found and determined by the City Manager that mitigating circumstances exist.
- (j) For any other material cause which in the judgment of the Personnel Director would render the applicant unsuitable for the position, including a prior resignation from the City, termination from the City_a or a-significant disciplinary action.

RULE VII EXAMINATIONS AND ELIGIBLE LISTS

Section 7.1 Conduct of Examinations

The Personnel Director is responsible for examinations except when the City Manager determines that <u>an</u> examination for a particular class should be conducted by the department concerned.

Section 7.2 Nature and Types of Examination

The selection techniques used in the examination process shall be impartial and related to those subjects which, in the opinion of the department head, fairly measure the relative capacities of the person examined to execute the duties and responsibilities of the class to which employed. Such techniques include- personal interview, written examination, performance tests, work samples, physical agility tests, evaluation of training and experience, physical examination, psychological tests, background investigation, or any combination of these or other tests. The probationary period shall be considered as a portion of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements.

Section 7.2.1 Continuous Examinations

Open-Competitive examinations may be administered periodically for a single class, as the needs of the service require.

Section 7.2.2 Promotional Examinations

It is the policy of the City to give open and competitive examinations for all positions except when the City Manager finds that there are a sufficient number of qualified candidates in city service or that the position requires special knowledge and familiarization. Promotional examinations may include any of the selection techniques mentioned in section 7.2 of this rule. Only employees who meet the requirements set forth in the examination announcements may compete.

Section 7.3 Scoring Examination and Qualifying Scores

A candidate's score in a given examination shall be the total of his or her scores on each competitive part of the examination weighted as determined for the selection process. Failure in one part of the examination shall be grounds for declaring such applicant as failing the entire examination or as disqualified for subsequent parts of an examination.

Section 7.4 Notice of Examination Results

Applicants shall be notified by mail concerning the results of their participation in the selection process. Said notification shall indicate whether or not the applicant has been placed on the employment list.

Section 7.5 Establishment of Eligible List

As soon as possible after the completion of an examination, the Personnel Director or designee shall score the examination and prepare an eligible list in numerical ranking based on the candidate's grade. One of the candidates with the top five highest test scores should be appointed. If the department head chooses to appoint an individual who is not in the top five written justification shall be made to the Personnel Director. The Personnel Director shall review the written justification and recommend approval or denial to the City Manager for final action.

Section 7.5.1 Duration of List

An eligible list other than one resulting from a continuous examination remains in effect for one year, unless abolished, exhausted, or extended by the City Manager. Any extension shall be for an additional period of not more that the (3) months.

Section 7.5.2 Re-employment List

The name of each regular employee who has been laid off shall be placed on an appropriate reemployment list in the order of total continuous cumulative time served in probationary and regular status. The names remain for three (3) months unless the persons are sooner re-employed.

Section 7.6 Removal of Name From List

The Personnel Director may remove the name of an eligible applicant from the employment list:

- (1) For ground set forth in Rule VI, Section 6.4, entitled Disqualification of applicants;
- (2) On receipt of a statement from the eligible applicant indicating a lack of interest in the class or employment.
- (3) On evidence that the eligible applicant cannot be located;
- (4) On evidence that the eligible applicant fails to respond to a notice mailed to the last designated address within five (5) working days following the mailing of notice;
- (5) On report of an unsatisfactory background investigation;
- (6) If on a promotional list and separated from employment.

The person affected shall be notified of the removal of the name by a notice mailed to the last known address.

RULE CITY OF LINDSAY – PERSONNEL RULES AND REGULATIONS

APPOINTMENTS

Section 8.1 Types of Appointments

A vacancy is filled by original appointment, reinstatement, re-employment, transfer, promotion, or demotion.

Section 8.2 Request to Fill Vacancy

The Personnel Director shall be notified when a vacancy is to be filled.

Section 8.3 Method of Appointment

The Personnel Director may send the list of eligibles to the department head as set forth in Rule VII, Section 7.5.1. If the department head; after interview desires, to make the appointment, he/she may do so subject to the approval of the City Manager. The department head may fill a vacancy by reinstatement, transfer, demotion, promotion, or re-employment, if permissible under these rules. This request shall be made prior to the Personnel Director undertaking any other method of appointment or establishing an eligibility list. If the Personnel Director (or City Manager if the employee is reinstated) grants permission to proceed with filling the vacancy in this manner, the Personnel Director shall notify the person, not the department head. If the person is offered the appointment and does not accept the appointment in writing, or present himself/herself for duty as prescribed, the appointment is considered rejected.

Section 8.4 Reinstatement

A regular employee who resigns in good standing may within one (1) year of his or her resignation be reinstated in a position in the class in which he or she previously had served or in a comparable class. A person may be reinstated only if a vacancy exists, the department head recommends reinstatement, and the City Manager approves. An employee reinstated is in a probationary status and is considered a new employee for purposes of vacation, sick leave and salary increases. If the Employee returns and is granted reinstatement within thirty (30) days, employment will resume as though <u>uninterrupted_uninterrupted_</u> and the employee will not be required to serve a probationary period.

Section 8.5 Re-employment After Lay-Off

A regular employee who is laid off in accordance with these rules is entitled to preference in filling a vacancy in the class or position previously held by that employee for a period of (3) months. An employee so re-employed retains all benefits accrued in prior service with the city. During the lay-off, no benefits accrueaccrue, and the anniversary date shall be adjusted if the lay-off time exceeds thirty (30) days.

Section 8.6 Transfer

An employee may be transferred from a class in one department to a position of the same class in another department. Such transfer does not result in a loss to the employee of accumulated vacation, sick <u>leaveleave</u>, or overtime.

Section 8.7 Demotion

A position may be filled by demotion of an employee in accordance with these rules and regulations. An employee may be demoted in preference to being laid off.

Section 8.8 Nepotism

No person may be appointed or transferred into a position in the <u>city</u> <u>City</u> <u>contrary</u> to the <u>provisions of Section 22.9 of these Rules</u> in which a relative by blood, marriage or domestic partnership is employed. The City Manager may waive this prohibition based on the needs of the <u>city</u>.

Section 8.9 Temporary or Part-Time Appointments

Time spent under temporary or part-time appointment is not credited to the probationary period or counted toward salary eligibility. Time spent under temporary or part-time appointment is not credited to vacation, sick leave, or retirement benefits.

Section 8.10 Offer of Employment

Only the Personnel Director may extend offers of employment to selected candidates. Employment offers for all positions shall be made in writing and shall include starting salary on an hourly, weekly, or monthly basis. An employment offer made in terms of annual salary shall not imply a yearly contract.

All appointments shall be classified as full-time, part-time, or temporary and are defined as exempt or non-exempt for overtime pay. Employees will not change from part-time or temporary status to another status unless specifically informed of such a change, in writing by the Personnel Director. <u>Part timPart-timeetime</u> and temporary employees serve at the will and may be terminated at any time without cause or an opportunity for a hearing.

Section 8.11 Fingerprints / Live Scan

As a condition of employment, the City Manager may require a person seeking employment by the City to be fingerprinted prior to beginning employment or immediately thereafter. Refusal of an employee to be fingerprinted or failure to report for fingerprinting shall be sufficient cause for disqualification from employment or termination from employment. The Personnel Director shall establish and maintain a system for fingerprinting of employees. Fingerprint cards or live scan documents shall become a part of the employee's personnel folder to be cleared through the Bureau of Criminal Identification and Investigation of the State of California and other agencies as deemed appropriate. The fingerprint cards or live scan prints for law enforcement applicants shall be processed immediately.

Section 8.12 Medical Examination

Following a conditional offer of employment, prospective employees shall be required to complete a <u>job relatedjob-related</u> pre-placement physical and/or psychological examination. Conditional offers of employment are made contingent upon passing this examination; however,

the city shall make reasonable accommodations to the special needs of any disabled individual as required by law. A licensed physician chosen by the City without cost to the prospective employee shall perform such examination. The prospective employee shall be required to complete a medical history questionnaire and a medical records release as necessary to facilitate the examination. The physician will indicate the employee's fitness for employment on the examination form. In the event the examination is not completed prior to the employee's scheduled start date, only a tentative appointment may be made. The final appointment will be contingent on a satisfactory examination result.

Depending on the job-related physical characteristics required, a medical examination may be required for:

(1) Entering employees; employees.

- (2) Employees seeking a transfer from one position requiring general physical abilities to another position requiring different physical abilities and;and.
- (3) Employees returning to work from a medical leave of absence.

The physician conducting the medical examination shall be supplied with a current job description indicating the job-related duties and requirements of the position. The results of all medical examinations shall be confidential. Examination results for entering employees and employees transferring to another position shall **not** be kept in the employee's **personnel** file. No employee shall hold any position in which the employee is not able to perform the essential functions of the job **with or without reasonable accommodation if disabled**. The City Manager may require that employees take a psychological or a medical examination as it deems necessary in order to determine employees to be mentally and physically capable of performing the job without significant risk to the health or safety of themselves or others.

Section 8.13 Driver's License and Driving Record

Employees who are required to drive are required to possess a valid California driver's license and maintain a satisfactory driving record as a condition of employment. Employees must immediately report to the Personnel Director any changes in driving privileges. Failure to do so may result in disciplinary actions.

Section 8.14 Employment Oath

In accordance with Article XX, Section 3 of the Constitution of the State of California and California Government Code Section 3102, All-all employees of the City (except legally employed non-citizens) shall complete and sign the Oath or Affirmation of Allegiance of Public Officers and Employees on the first day of employment-in accordance with Article XX, Section 3 of the Constitution of the State of California. The City Clerk or other designated individual shall administer the Oath and a signed copy shall be included in the employee's personnel file.

Section 8.15 Identification Cards

The Personnel Director or department head shall issue employee identification cards to all employees of the City. Employee identification cards are to be used by employees in conducting business on behalf of the City. Employee identification cards are the property of the City and shall be surrendered to the City upon demand or separation from employment and prior to

receiving payment of salary due at separation. Employees shall be required to immediately report lost or stolen identification cards to the Personnel Director.

Section 8.16 Keys

Keys to City facilities will be issued to employees so designated by the City Manager or his designee. Keys are the property of the City and shall be surrendered to the City upon separation from employment and prior to receiving payment of salary due at separation. Employees shall be required to immediately report lost or stolen keys to the Personnel Director.

Section 8.17 Other City Property

Other property issued to the employee belonging to the City shall be surrendered to the City upon demand or upon separation. The final salary due may be adjusted for failure to return issued property.

PROBATIONARY PERIOD

Section 9.1 Purpose

IX

The probationary period is the final step in the selection process. It is an extension of the examination process and the employee's performance shall be closely observed for securing the most effective adjustment of a new employee to his or her position.

Section 9.2 Duration of Probationary Period

Each original and promotional appointment made to a position in the competitive service shall be subject to <u>a</u> probationary period. The length of the probationary period shall be twelve (12) months of continuous service for all employees. The probationary period shall not include time served in any employment capacity except that of a regular full-time position. The probationary period may be for a longer period of time if extended or as established in the job description.

Section 9.3 Successful Completion of Probationary Period

The Personnel Director or designee shall notify the department head two weeks prior to the end of any probationary period the due date of a probationary employee's eleventwelve-month performance evaluation. If the employee's performance has been satisfactory to the department head and advancement to regular status is warranted, the department head shall so state in the employee's probationary performance evaluation report. The employee shall then be advanced to regular status on his or her anniversary date. If the employee's performance has not been satisfactory and the department head recommends release from probation, the department head shall so state in the evaluation report. If such a statement is not filed, the employee will be deemed to have satisfactorily completed his or her probationary period.

Section 9.4 Rejection of Probationer

During the probationary period, an employee is considered "at will" and may be rejected at any time by the City Manager (at the recommendation of the department head) for failure to satisfactorily complete the probationary period without cause or reason, without prior notice, and without any right to appeal or grievance. The probationary employee will be notified prior to the expiration of the probationary period that they have been rejected from probation. Notification of rejection by the department head shall be served on the probationer.

Section 9.5 Rejection Following Promotion

A promoted employee who does not successfully complete a probationary period shall be restored, providing a vacancy exists, to the same or similar position in the same class from which promoted unless charges are <u>filed_filed</u>, and employee is terminated in the manner provided for in the these rules.

Section 9.6 Promotion, Demotion, and Transfer Probationary Period

A new probationary period shall be required following demotion or transfer. When an employee transfers or demotes from one department to another department, a new probationary period shall be served in the latter department.

Section 9.7 Reemployment and Reinstatement - Probationary Period

Persons appointed to positions by reemployment must serve a new probationary period, unless the appointment is to the same class in the same department where a probationary period has been previously served. Persons appointed to positions by reinstatement must serve a new probationary period. No credit for former employment shall be granted.

Section 9.8 Interrupted Probationary Period

When the probationary period of an employee is interrupted because of a leave of absence or appointment to another class and the employee later returns to the former class in the same or a different department, a new probationary period shall be served. Credit for all or part of the previous probationary period may be granted to the employee by recommendation of the department head, and approval by the City Manager. (See 9.2).

Section 9.9 Extension of Probationary Period

At the discretion of the department head and with the approval of the City Manager, the probationary period may be extended for a maximum of six (6) months and a new anniversary date will be established.

If an employee's probationary period is interrupted due to illness or injury for thirty (30) days or more the employee's probationary period will be automatically extended for the period of absence and a new anniversary date will be established.



HOURS OF WORK; OVERTIME; HOLIDAYS

Section 10.1 Hours of Work

The provisions in this section govern hours of work for employees. However, this provision shall not interfere with the essential services of a department. Under no condition shall regularly scheduled hours for a full-time employee for the City <u>consist of work</u>-less than 40 hours per week within five (5) consecutive days. Shifts vary as required to meet the operational requirements of the department where the employee works. When desirable, the City Manager may designate other working hours for employees whose specific duties require it.

Section 10.2 Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, <u>holidayholidays</u>, and leaves. All departments shall keep daily attendance record of employees, which shall be reported to the finance office in the form and on the dates specified.

Failure on the part of an employee, absent without leave, to return to duty within three consecutive work shifts is cause for immediate discharge, and such employee automatically waives all rights under these rules and regulations.

Section 10.2.1 Job Abandonment

An employee is deemed to have resigned from their position if they are absent for three (3) consecutive scheduled work shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Personnel Director before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

Section 10.3 Holidays

The holidays observed in the City shall be posted each year. <u>See specific M.O.U. Memorandum of Understanding.</u>

Section 10.3.1 Paid Holiday

Paid <u>A paid</u> holiday is paid time off for certain designated holidays or pay in lieu of holidays for personnel who are assigned to work on holidays. If any supervisor deems that adequate need exists and requests an employee to work on a holiday, the employee has no right to decline. An employee who is required to work on a paid holiday will receive an extra day of pay for the holiday worked, or the day may be taken at a later time as the employee and the department head

see fit. As far as practical, holiday work shall be equally distributed among employees. No department head or supervisor is free to leave his department to observe a holiday until a necessary level of staffing has been achieved.

Section 10.3.2 Holiday Falling On Weekend

When a holiday falls on a Sunday, the holiday will be observed on the following regular business day (typically Monday) the following Monday is a holiday. If a holiday falls on a Saturday, the holiday will be observed on the preceding regular business day (typically Friday).preceding Friday is a holiday.

Section 10.3.3 Overtime Compensation for Holidays Worked

Employees who work on a holiday, because it occurs during their regular work schedule in addition to regular pay, because it occurs during their regular work schedule in addition to regular pay are entitled to either pay at straight time or one day's compensatory time.

All other overtime compensation for time worked on holidays shall be paid the rate of 1-1/2 times the hourly rate based on the employee's monthly salary, <u>unlicensed unless an</u> employee prefers compensatory time.

Section 10.3.4 Employee Request

A city employee who wishes to observe holidays <u>peculiar specific</u> to his or her <u>race culture</u>, <u>national origin</u>, or religion may do so with the approval of his/her department head. This time off is charged to compensatory time or vacation.

Section 10.4 Overtime

It is the policy of the City's to compensate non-exempt employees who work authorized overtime either by payment of wages for each hour worked over forty (40) in a work week or as agreed in the applicable Memorandum of Understanding (M.O.U.), or by the allowance of accrual of compensatory time off. Overtime is compensated at one and <u>one halfone-half</u> times the Fair Labor Standards Act regular rate of pay₂. In order to qualify for either, the employee must make the appropriate entry on the time sheet, as soon as practical after overtime is worked.

Section 10.5 Compensatory Time Off Policy

Section 10.5.1 Supervisor Approval Required Before Work

A non-exempt employee may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked if his or her supervisor agrees prior to overtime work being performed.

Section 10.5.2 Accrual Rate

CTO accrues at the rate of 1.5 hours for each hour worked over 40 hours of actual work in the employee's work week. CTO cannot be accumulated in excess of [100] hours at any given time.

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Section 10.5.3 Employee Requests to Use CTO

The City will grant an employee's request to use accumulated CTO provided that: (1) the department can accommodate the use of CTO on the day requested without undue disruption; and (2) the employee makes the request in writing to the supervisor no later than five days prior to the date requested. If the employee does not provide five days' notice, or if the department cannot accommodate the time off, the City will provide the employee the opportunity to cash out the CTO requested at the end of the current pay period.

Section 10.5.4 City Cash Out

The City reserves the right to cash out accumulated CTO at any time.

Section 10.5.5 Employee Cash Out

During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials). Employees separating from City service shall be compensated for all accrued, unused compensatory hours at the current FLSA regular rate of pay, or the average regular rate for the prior three years, whichever is higher.

Section 10.6 General Overtime Policy

No non-exempt employee is authorized to "volunteer" work time to the Department. All requests to work overtime shall be approved in advance by a supervisor. If circumstances do not permit prior approval, then approval shall be sought as soon as practical during the overtime period or immediately thereafter. Working overtime without approval is grounds for discipline.

Section 10.7 Employees Responsibility

Employees shall complete the requests immediately after working the overtime and turn them in to their immediate supervisor.

Section 10.8 Supervisors Responsibility

The supervisor who verifies the overtime earned shall approve the request. After the entry has been made on the employee's time sheet, the time sheet shall be forwarded to the department head for final approval.

Section 10.9 Accounting for Overtime Worked

Employees are to record the actual time worked in an overtime status. In some cases, an M.O.U. or other contract provides that minimum time will be paid, (-e.g. two hours, for call out). The supervisor will enter the actual time worked.

Section 10.10 Accounting for Portions of an Hour

Partial hours for overtime worked are to be accounted for in quarters of an hour. One quarter is equivalent to fifteen minutes as indicated by the following chart.

TIME WORKED

INDICATE ON TIMESHEET

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1-15 Minutes	1/4 hour
16 - 30 Minutes	½ hour
31-45 Minutes	³ ⁄ ₄ hour
46 – 60 Minutes	1 hour

Section 10.11 Variations in Time Reported

Where two or more employees are assigned to the same activity and the amount of time for which payment is requested varies from that reported by the other employee, the supervisor may require each employee to include the reason for variation on the back of the overtime payment request.

Section 10.12 Off-Duty Employment

No City employee may accept gainful employment during off-duty hours unless prior approval is obtained from department head and City Manager.

RULE XI

LEAVES OF ABSENCE

Section 11.1 Vacation Leave of Employee

Full time employees receive ten (10) days of vacation for the first five years of employment. Full time employees with five (5) years of continuous service will receive eleven (11) days per year. Full time employees with seven (7) years of continuous service will receive thirteen (13) days per year of vacation. Full time employees with ten (10) years of continuous service will receive fifteen (15) days per year of vacation.

Section 11.1.1 When Vacation Leave is Earned

Full time employees accrue vacation leave while in paid status, including while on paid sick leave or other forms of paid leave.is earned by:

(a) A full time employee on sick leave with pay;

(b) An employee on paid leave of absence on account of disability created by on the job accident while working for the city.

(c) An employee on jury leave. It is not earned by an employee on unpaid leave of absence, ***** nor by one on leave covered by a private disability insurance plan.

No vacation leave is It is not earned while an employee is on an by an employee on-unpaid leave of absence, or a leave by one on leave covered by a private disability insurance plan-or by

Ttemporary, emergency, or and extra help employees do not earn vacation leave.

Part time employees only earn pro-rated vacation leave after 5 years of uninterrupted service.

Section 11.1.2 Effect of Holiday on Vacation Leave

An employee is not charged vacation leave for a holiday occurring during his vacation leave.

Section 11.1.3 Changing Vacation Leave to Sick Leave

Vacation leave may be changed to sick leave upon submission of a doctor's certificate stating that the employee is ill and unable to work. Such change in leave shall be approved by the City Manager.

Section 11.2 Sick Leave

The purpose of this section is to provide an orderly methods of furthering the health and safety of city employees. Sick leave is not a right, which an employee can use at his or her discretion, but a privilege which is allowed only in the case if illness, bodily injury, exposure to contagious disease, medical or dental appointment or attendance upon an ill or injured member of employee's immediate family. Sick leave may not be granted for absence caused by intoxication

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or excessive use of alcoholic beverages. To be paid for sick leave, an employee must notify his supervisor before the time for beginning his/her daily duties. Section 11.4 covers leave of absence caused by on-the-job injuries. The finance office shall maintain sick leave records for all city employees. Sick leave is paid leave from work that an employee may use for the following purposes:

- (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or
- (a)(b) For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities:
 (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

Section 11.2.1 Accrual of Sick Leave

<u>Regular employees accrue</u> <u>A regular employee accrues sick leave beginning on the first day of employment at the rate of 3.08 hours per pay period (10 days per year; sick leave hours may be used beginning on the 90th day of employment. Sick leave is accrued at the rate of 3.08 hours per pay period (10 days per year). Upon separation from City service sick leave is lost.</u>

All other employees who have worked for the City for thirty or more days within a year will accrue one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment but the employee will stop earning sick leave once they have accrued 48 hours or six work days/shifts, whichever is greater.

A.-Part Time Employees Sick Leave / Healthy Workplace Healthy Family Act of 2014 (AB 1522)

An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part time and temporary employees, will earn at least one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment or July 1, 2015, whichever is later.

Exceptions: Employees covered by qualifying collective bargaining agreements, In-Home Supportive Services providers, and certain employees of air carriers are not eovered by this law.

An employer may limit the amount of paid sick leave an employee can use in one year to 24 hours or three days. Accrued paid sick leave may be carried over to the next year, but it may be capped at 48 hours or six days.

An employee may use accrued paid sick days beginning on the 90th day of employment. An employee may request paid sick days in writing or verbally. An employee can take paid leave for employee's own or a family member for the diagnosis, care or treatment of

an existing health condition or preventive care or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

Section 11.2.2 When Right to Take Sick Leave BeginsUse of Sick Leave

An employee may use accrued sick leave, in a minimum increment of two hours, beginning on the 90th day after the first day of employment with the City, subject to the limits and request provisions in this policy. A regular employee may take paid sick leave beginning the seventh month of employment.

Section 11.2.3 Use of Siek Leave Sick Leave Request

An employee with approval of the department head my use accumulated sick leave for dental or medical appointments during working hours not exceeding four (4) hours at one time. An employee is not charged sick leave for an appointment if time absent is less then one (1) hour. An employee, with prior approval of the department head, may use accumulated sick leave to attend an ill or injured member of his/her immediate family, up to a maximum of five (5) days a year. This includes time off in order to take a member of his immediate family to or from the hospital. In addition, another three (3) days accumulated sick leave may be used with prior approval of department head for critical illness in the immediate family when death appears to be imminent. Sick leave granted under this subsection shall be indicated on employee's time sheet and his personnel records shall be noted accordingly.

If the need for leave is foreseeable, an employee must give their immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

Section 11.2.4 Return to Employment After Sick Leave Certification of Sick Leave

The department head or Personnel Director may require a physician's certification to support any absence due to illness or injury for more than three calendar days, or if the City suspects there is an abuse of sick leave. Employees who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter, as outlined in Labor Code section 230, subsection (d).

When an employee returns to duty after an absence of three days or more chargeable to sick leave, the department head or Personnel Director may require an affidavit showing the nature of the cause of sickness or injury. If absence is five (5) days or longer, the department head or Personnel Director may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform his or her duties throughout the entire period of sick leave, unless the City Manager grants a waiver. In case of frequent use of sick leave, an employee may be requested to file a physician's statement for each illness regardless of duration. Section 11.2.5 Return to Employment after Sick Leave

<u>On return to duty after a leave of absence due to illness or injury, an An employee may be</u> required to take an examination by a physician designated by the City to determine the

employee's fitness for duty. On the basis of authoritative medical advice, the City Manager shall determine whether an employee is physically fit to perform for the duties of his/her position and when the employee can be reasonably accommodated if disabled and may take the action he/she considers appropriate.

Section 11.2.6 Sick Leave on Separation from Employment

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

Employees shall not be permitted to exhaust sick leave in order to extend the effective date of a disability retirement. Employees who are qualified for a disability retirement, regardless of whether the disability retirement application is employee or employee originated, may be retired by the City immediately without exhausting their sick leave.

If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of six (6) days or 48 hours, whichever is greater, will be reinstated. An employee who worked at least 90 days in the initial employment with the City may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City must work the remaining amount of the 90 day-qualifying period to be able to use accrued sick leave.

Section 11.3 <u>Extended</u> Medical Leave

In the case of an employee's continued illness after the expiration of sick leave, his or her absences may then be charged to compensatory time accrued or vacation leave accrued with the approval of department head. Upon the complete use of sick leave, vacation and compensatory time accrued, the City Manager may grant a medical leave of absence without pay upon written request of the employee, setting for the reason for the request. The approval by the City Manager shall be in writing. If the employee is not able to return to work by the end of that period, he/she may request further medical leave and the City Manager may grant or deny the request. If no further leave is granted, failure on the part of the employee on leave to report promptly at its expiration shall be cause for immediate discharge. Employees may also be entitled to extended medical leave under state or federal law, or in appropriate cases as an accommodation for a qualifying disability. The City may, to the extent permitted by law, run paid leave accruals concurrently with statutory leave rights.

Section 11.4 On DutyOn-Duty Injuries

The purpose of this policy is to provide for the reporting of on-duty injuries or death to Risk Management, ensure proper medical attention is received, and document the circumstances of the incident. An employee injured in the course of his/her employment must report the accident to his supervisor as promptly as possible. The employee must be given the State "Employee's Claim for Workers' Compensation Benefits" form within twenty-four (24) hours of notification by the employee. The form must be given out regardless of whether or not the employee receives first, aid, seeks medical treatment.t or loses any time from work.

Section 11.4.1 Pay

An employee is entitled to receive a full day's pay for the day injured. Thereafter the <u>injured</u> employee may use sick leave or other accrued leaves. If the employee has exhausted or elects not to use accrued leaves, the City may place the employee on unpaid industrial accident leave. provisions in subsection 11.4.2 apply.

Section 11.4.2 Accumulated Sick Leave

Upon expiration of sick leave, he/she in on unpaid industrial accident leave. If the employee is not eligible for sick leave pay, he/she is on unpaid industrial accident leave effective the day after the injury.

Section 11.511.4.2 Injuries Requiring Medical Care

All <u>work related work-related</u> injuries requiring medical care must be reported to the City of Lindsay Risk Management Office and a claim form shall be provided to the injured employee within 24 hours from the time the injury was discovered, excluding weekends and holidays.

Section 11.611.4.3 Liability For Failure To Comply

<u>Labor Code section 5400</u> makes failure to comply with the 24-hour reporting procedure a misdemeanor. Additionally, disciplinary action may be taken for an employee's failure to comply with this procedure.

Section-11.7 11.4.4 Accident Defined

"Accident" is defined as any occurrence from which bodily injury or property damage may result, regardless of whether any injury or damage actually does occur, e.g. exposure where no immediate injury is apparent.

Section-11.8 11.4.5 Employee's Responsibility

Any employee sustaining any work-related injury or involved in any accident while on duty shall report such injury or accident as soon as practical to his/her supervisor. An employee who fails to promptly report an accident to his supervisor within a specified time may be in eligible for paid industrial accident leave.

Any employee observing or learning of a potentially hazardous condition is to promptly report the condition to his/her immediate supervisor.

Any employee sustaining a work-related injury that requires relief from duty is required to be examined/treated by a doctor.

When appropriate, an employee being treated for an on-duty injury is to advise the attending physician that "light duty" may be available.

An injured employee shall report as soon as practical to their immediate supervisor the medical findings concerning the injury and the extent and duration of any work restrictions if they are known.

Section-11.9 11.4.6 Supervisor's Responsibility

The supervisor is responsible for promptly notifying the finance office and Personnel Director, submitting a statement signed by the employee or supervisor giving all details.

For work-related accidents or injuries not requiring professional medical care, A City of Lindsay "Supervisor's Report of Injury" form shall be completed in triplicate. All copies of the completed form shall be forwarded to Risk Management.

When accident or injury is reported initially on the "Supervisor's Report of Injury" form and the employee subsequently requires professional medical care, the State of California Employer's Report of Occupational Injury or Illness" form shall then be completed. The injured employee shall also sign the form in the appropriate location.

Every injured employee must be provided with an "Employee's Claim for Workers' Compensation Benefits Form" (DWC-1) within 24 hours, regardless of the nature of illness or injury.

Copies of any reports documenting the accident or injury should be forwarded to Risk Management as soon as they are completed.

A supervisor who fails to report an accident after being notified by the employee is subject to disciplinary action.

Section-11.10_11.4.7 Department Head's Responsibility

The department head shall review and forward copies of the report to the personnel department and retain a copy in the employee's personnel file.

Section-11.11 11.4.8 Injuries Requiring No Medical Attention

Those injuries not requiring medical attention shall be recorded on a Supervisor's Report of injury, a city form. This form shall be completed and signed by a supervisor.

This form shall be signed by the affected employee, indicating that he/she desired no medical attention at the time of the report. By signing this form, the employee will not preclude his/her ability to seek medical attention later.

Section <u>11.12</u> <u>11.4.9</u> Injury Caused by Other

When an employee sustains work-related injuries caused by other personanother person, and is then approached by such person or an agent, insurance company or attorney, and offered a settlement of claims, that employee shall take no action other than to make a written report of this contact to his/her supervisor as soon as possible.

Section-11.1311.4.10 No Settlement Without Prior Approval

In no case shall the employee accept a settlement without receiving prior approval of the Director of Personnel. It must first be determined that the offered settlement will not affect any claim the

City of Lindsay may have regarding payment for damage(s) to equipment or reimbursement for wages against the person who caused the accident or injury. The objective of this policy is to protect the City's right of subrogation, while ensuring that the employee's rights to receive compensation for injuries are not affected.

Section 11.5 Bereavement Leave Section 11.14 Leaves of Absence Due to Death of Family Member

All regular employees, and all other employees who have been employed by the City for at least 30 days, may utilize up to five days of bereavement leave upon the death of a family member. An employee who wishes to use bereavement leave shall notify their immediate supervisor, department head, or Personnel Director of the intent to use such leave. Every employee shall obtain his department head's approval in advance for absence on account of

death in order to be eligible for the benefits in this section. Section 11.5.1 Family Member, Defined

Section 11.14.1 Immediate Family

"Family member" means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Section 11.5.2 Terms of Leave

Employees may use up to five days of bereavement leave upon the death of a family member. The days of leave need not be consecutive, but must be completed within three months of the date of death of the family member.

The City may request documentation of the death of the family member. On request, the employee shall provide documentation within 30 days of the first day of the leave. Documentation may take the form of a death certificate, published obituary, written verification of death, burial, or memorial services, or other equivalent documentation. Any information or documentation provided to the City shall be maintained as confidential.

Section 11.5.3 Compensation During Bereavement Leave

For a regular full-time employee, the first three three (3) five working days of bereavement leave are a paid leave of absence.

For all other employees, or for leave beyond three (3)fivethree days, bereavement leave is unpaid, but an employee may use vacation, compensatory time, sick leave, or any other paid leave that would otherwise be available. A full time employee is entitled to use sick leave to care for illness or injury in the immediate family as specified in Section 11.2.2. A regular full time employee is allowed a leave of absence with pay not to exceed 3 working days in the case of death in the employee's immediate family. With his/her Department Head's approval, he or she may have 2 additional working days, which are charged first to sick leave, second to compensatory time, third to vacation.

Immediate family, for the purpose of bereavement leave, is defined as the employee's spouse, child, parent, brother, sister, mother/father in law, brother/sister in law, grandparents, or registered Domestic Partner.

Section 11.5.4 Section 11.14.2 Bereavement Leave for Other Than Immediate Family

A department head may allow a regular full-time employee leave of absence up to one day to attend the funeral of a person other then than a member of his/her immediate family, chargeable to sick leave, compensatory time, or vacation.

Section 11.14.3 Timesheet

1

Each absence on account of death leave must be explained on the employee's time sheet.

Section 11.156 Jury Leave – Notice

When an employee is called for jury duty, he or she shall be granted leave for this purpose upon presenting the jury notice to his or her department head. The department head shall notify the Personnel Director.

Section 11.<u>156</u>.1 Pay

A regular full-time employee is entitled to receive jury leave with full pay if he or she remits to the city compensation received from duty. Compensation for mileage is not considered compensation for jury duty. The employee may elect to retain jury duty compensation, but if he or she does so he or she is not entitled to salary while on jury leave. The time spent on jury duty is not work time for the purpose of calculating overtime.

Section 11.156.2 Without Pay

An employee who is not a regular full-time employee takes jury leave without pay.

Section 11.156.3 Partial Day

If jury duty permits, the employee is expected to work a partial day.

Section 11.167 Military Leave

Military leave shall be granted in accordance with the provisions of federal and state law. Employees entitled to military leave shall give the department head an opportunity within the limits of military regulations to determine when such leave shall be taken. Employees who served in the U.S. military organizations or state militia groups may take the necessary time off with pay to fulfill this obligation. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however they are not obliged to do so. Reinstatements of individuals returning from military leave shall be done in accordance with the Military and Veterans Code of California.

Employees are eligible for reemployment after completing military service, provided the employee provides copies of the military orders to the department head upon receipt; military service is entered directly from employment with the City and active duty service is satisfactorily completed; and re-employment is applied for and take place within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within thirty (30) days after discharge.

Section 11.178 Family and Medical Care Leave

Section 11.8.1 Statement of Policy

The City provides family and medical care leave for eligible employees as required by federal and state law. Employees who misuse or abuse family and medical care leave may be disciplined, up to and including termination. Employees who fraudulently obtain or use family and medical care leave are not protected by statutory job restoration or maintenance of health benefits provisions.

This policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and state and federal regulations implementing both Acts. Unless otherwise stated in this policy, "Leave" means leave pursuant to the FMLA and/or CFRA. To the extent permitted by law, the City will run each employee's FMLA and CFRA leaves concurrently.

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

Section 11.8.2 11.17.1 Definitions

- <u>A.</u> "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- B. "Single 12 Month Period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.
- A.C. "Family member" for FMLA leave means an employee's child, parent, and spouse. "Family member" for CFRA leave means an employee's child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.
- <u>D.</u>___"Child":
 - a. Under the FMLA, "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living—such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

- a-b. Under the CFRA, "child" means a child of another person regardless of age or capacity for self care. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- E. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship, identified by an employee in advance or at the time the employee requests the leave. An employee may identify only one "designated person" in one 12-month period.
- F. C.— "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- B-G. "Parent-in-law" means the parent of a spouse or domestic partner of the employee.
- C.H. D.—"Spouse" means one or two persons to a marriage, regardless of the sex of the persons. For purposes of CFRA leave, "spouse" includes a registered domestic partner as defined below."Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
- E. ""Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also <u>sufficient.Domestic Partner," as defined by Family Code §§ 297 and 299.2, shall</u> have the same meaning as "Spouse" for purposes of CFRA Leave.
- J. "Grandparent" means a parent of the employee's parent.
- K. "Grandchild" means a child of the employee's child.
- L. "Sibling" means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- E.M. F. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:
 - Inpatient Care (i.e., an overnight stayadmission to a facility that includes or is expected to include an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery there from); or
 - Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
 - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- b) Any period of incapacity due to pregnancy or for prenatal care (Note: FMLA only; under California law, an employee incapacitated by pregnancy is entitled to pregnancy disability leave, not CFRA leave; see Section 11.10 below).
- c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

e) Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

G. "Health Care Provider" means:

- 1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- 2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
- 3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- H. <u>"Covered active duty" means: (1) in the case of a member of a regular</u> component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain conditions as specified by regulation. "Active Duty" means a duty under a call to order of active, retired, reserves, or National Guard members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
- I. "Contingency Operation" means a military operation that is (1) designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military

force; or (2) that results in the call to order of active duty members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.

- J. "Covered Servicemember" means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy a member of the United States Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, in otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- K. "Outpatient Status" means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients the status of a member of the United States Armed Forces assigned to: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- L. <u>"Next of Kin of a Covered Service Member" means the nearest blood relative</u> other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the <u>FMLA"Next of Kin" means the nearest blood relative of an injured</u> servicemember.
- M. "Serious Injury or Illness" means: (1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered service member incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteranmeans an injury or illness incurred by a member of the Armed Forces in the line of duty on active duty in the Interform that manifested itself before or after the member became a veteranmeans an injury or illness incurred by a member of the Armed Forces in the line of duty on active duty in the Interform that manifested itself before or after the member became a veteranmeans an injury or illness incurred by a member of the Armed Forces in the line of duty on active duty in the Interform that may render

the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Section 11.17.211.8.3 Reasons For Leave

Leave is only permitted for the following reasons:

- 1. The birth of a child or to care for a newborn of an employee;
- 2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3. Leave to care for a child, parent, <u>or spouse</u>, or domestic partner who has a serious health condition;
- 4. (CFRA only) Leave to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling, or designated person who has a serious health condition.
- 5. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position;
- 56. Leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on <u>covered</u> active <u>military</u> duty or has been notified of an impending call or order to <u>covered</u> active <u>duty</u> status in the National Guard or Reserves in support of a contingency operation active duty in support of a contingency operation involving the United States Armed Forces; or
- 7. (CFRA only) Leave for a "qualifying exigency" arising out of the fact that an employee's domestic partner is on covered active duty or has been notified of an impending call or order to covered active duty status in the National Guard or Reserves in support of a contingency operation.
- 68. Leave to care for a spouse, son, daughter, parent, or "next of kin" servicemember of the United States Armed Forces who has a serious injury or illness that (a) was incurred in the line of duty while on active military duty, or (b) existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. T(this leave can run up to 26 weeks of unpaid leave during an employer's 12-month period).

Section <u>11.17.3</u><u>11.8.4</u> Employees Eligible For Leave

An employee is eligible for leave if the employee:

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

Section 11.17.411.8.5 Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered service member) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for an injured servicemember) of leave during any 12-month period.

A. Minimum Duration of Leave

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

If leave is requested to care for a child, parent, <u>parent-in-law</u>, spouse, <u>domestic</u> <u>partner</u>, <u>grandparent</u>, <u>grandchild</u>, <u>designated person</u>, or the employee <u>him/herselfthemselves</u> with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

B. Spouses Both Employed By Thethe City (FMLA only)

Spouses who are eligible for FMLA leave and who are both employed by the City may be limited to a combined total of 12 weeks of leave during any 12month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.

Spouses who are eligible for FMLA leave and who are both employed by the City may be limited to a combined total of 26 workweeks of leave during the single 12-month period described in Section 11.8.2(B) if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

In any case in which a husband and wife both employed by the City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12 month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave).

In any case in which a husband and wife both employed by the City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12 month period if leave is taken to care for an injured servicemember.

The above limitations apply only where leave is solely protected by the FMLA for one of the specified reasons, and do not apply to leave that qualifies under the CFRA or to FMLA leave taken under any other circumstances Except as noted above, this limitation does not apply to any other type of leave under this policy.

Section <u>11.7.5</u><u>11.8.6</u> Employee Benefits While on Leave

Leave under this policy is unpaid. While on leave, employees will continue to be covered by the City group health insurance to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will extend for the duration of pregnancy disability leave (see Section 11.10 below) and during any FMLA/CFRA leave.

The City does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. HoweverAs a result, employees will not continue to be covered under the City's other non-health benefit plans which that are not provided pursuant to the City's group health plans while the employee is on unpaid leave.

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

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.—The City shall have the right to recover premiums through deduction from any sums due the City (e.g. unpaid wages, vacation pay, etc.).

Section <u>11.17.611.8.7</u> Substitution of Paid Accrued Leaves

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

<u>A.</u> <u>A.</u> <u>Employee's Right To Use Paid Accrued</u> Leaves Concurrently With Family Leave:

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, parent-

in-law, spouse, domestic partner, child, grandparent, grandchild, or sibling.Where an employee has earned or accrued paid vacation, administrative leave, compensatory time, or personal or family leave (if applicable to your agency, this is referring to paid family leave; some agencies permit employees to use a certain number of sick leave days for family leave purposes), that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

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

1. The leave is for the employee's own serious health condition; or

2. The leave is needed to care for a parent, spouse, child, or domestie partner with a serious health condition, and would be permitted as sick leave under the City's sick leave policy.

B. City's Right To Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave

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

- Employees Where an employee is on leave and is eligible for a disability leave benefit, pursuant to a disability plan, that pays a portion of the employee's salary, the employee may agree to – but is not required to – use paid leave to cover the unpaid portion of their salary; are not required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and
- 2. <u>An employee must agree to use accrued sick leave to care for a child,</u> <u>parent, spouse or domestic partner, grandparent, grandchild, or</u> <u>sibling.Employees will only be required to use siek leave concurrently</u> with FMLA/CFRA leave if the leave is for the employee's own serious <u>health condition.</u>

C. City's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves

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

D. City's and Employee's Rights If An Employee Requests Accrued Leave Without Mentioning Either the FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, the City may

not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the City may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the City may require the employee to exhaust accrued leave as described above.

Section 11.17.711.8.8 Medical Certification

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A. Content of Certification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

- 1. Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.
- 2. Family Member Serious Health Condition: Employees who request leave to care for a child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, or sibling who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.
- 3. Service member Serious Injury or Illness: Employees who request FMLA leave to care for a covered service member who is a child, spouse, parent or "next of kin" of the employee, must provide written certification from a health care provider regarding the injured service member's serious injury or illness. The City will verify the certification as permitted by the FMLA regulations.

4. **Qualifying Exigency:** The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of the new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The City will verify the certification as permitted by the FMLA and CFRA regulations.

Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

Employees who request leave to care for an injured service member who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health eare provider regarding the injured service member's serious injury or illness.

AB. Time To Provide A Certification

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

BC. Consequences For Failure To Provide An Adequate Or Timely Certification

If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA leave until the required certification is provided.

C. Recertification

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

D.—____ Personnel Director's Review of Certification for Employee's Own Serious Health Condition

<u>Complete and Sufficient: The employee must provide a certification for their</u> own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Personnel Director will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

Authentication and Clarification: After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Personnel Director may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Personnel Director may not ask for additional information beyond that required on the certification form.

E. Second and Third Medical Opinions for Employee's Own Serious Health Condition

If the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. The City must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

F. Intermittent Leave Or Leave On A Reduced Leave Schedule

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

Section 11.17.811.8.9 Employee Notice of Leave

Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee

knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable. If the City determines that an employee failed to provide timely notice of a foreseeable leave, absent an emergency need's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the start granting of the leave until it-the City_can, in its discretion, adequately cover the position with a substitute.

Section <u>11.17.911.8.10</u> Reinstatement Upon Return From Leave

(a) _____Reinstatement to Same or Equivalent Position:A.______Right To Reinstatement

- (a) Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- (c)<u>I</u> (d)
- (b) If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City_a the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
- (c)
 Employee's Obligation to Periodically Report on Their Condition: Employees

 may be required to periodically report on their status and intent to return to work.

 This will avoid any delays to reinstatement when the employee is ready to return.
- (d) Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
- (e) Reinstatement of "Key Employees": Under the FMLA only, the City may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the City within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. This provision applies to FMLA leave only, and does not apply during or upon the expiration of CFRA leave.

Section 11.8.11 Required Forms

Employees must complete any applicable forms to receive family and medical care leave. The forms are available from the Human Resources Department.

Section 11.1811.9 Authorized Leave of Absence Without Pay

A department head may grant an employee a leave of absence without pay for not more then ten (10) days when it is in the best interest of the city, and on approval of the City Manager. Any leave of absence in excess of ten (10) days can only be granted by the City Manager.

Section 11.189.1 Return From Leave

Return from leave:

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- (a) Failure of an employee to return to duty upon the termination of authorized leave of absence is an unauthorized leave of absence and is cause for discharge.
- (b) Upon return an employee may be required to submit to medical examination to determine whether or not he/she is still capable of performing the duties of his/her position. When a physical examination discloses that an employee is not physically capable of performing his/her duties, the City shall offer him/her any vacant position in the city for which he/she is qualified. If an employee is no longer physically capable of performing the duties of a vacant position, he or she shall be terminated.

Section 11.1910 Pregnancy Disability Leave

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for the number of hours the employee would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leaveup to four months.

Section 11.4910.1 Notice & Certification Requirements

- Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice and must be approved by the employee's supervisor or department director before the leave begins. The request must be supported by a written certification from the attending physician stating (1) that the employee is disabled from working by pregnancy, childbirth or a related medical condition. (2) that: (1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and (3) the estimated duration or end date of the leave. The certification must state the expected duration of the disability and the expected date of return to work.
- 2. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the department director prior to being taken. Requests for an extension of leave must be submitted in writing to the department director prior to the agreed date of return and must be supported by a written certification

of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition. The maximum pregnancy disability leave is four months.

Section 11.1910.2 Compensation During Leave

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Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

Section 11.1910.3 Benefits During Leave

- 1. Group Health Insurance: An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The City may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the FMLA and/or CFRA. An employee on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off duty, if: 1) the employee is eligible for concurrent family medical leave; and 2) the employee has not already exhausted this 12 week group health insurance coverage benefit in the current family medical leave eligibility period. The City may recover premiums it paid to maintain health coverage, as provided by the family and medical leave laws, if an employee does not return to work following pregnancy disability leave
- An employee on pregnancy disability leave who is not eligible to receive group health insurance coverage as described above, may receive health insurance coverage in conjunction with COBRA guidelines by making monthly premium payments to the City.
- <u>32</u>. Sick and Vacation Leave Accrual: Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.
- 3. Employee Status during Leave: The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions

Section 11.1910.4 Reinstatement

- Upon the expiration of pregnancy leave, and the City's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or a <u>comparable n equivalent</u> position, so long as it was not eliminated for a legitimate business reason during the leave.
- 2. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position.
- 3. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.
- 4. An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

Section 11.2011 Unauthorized Leave of Absence

An unauthorized leave of absence is treated as time not worked.

Section 11.21 Deduction

For an unauthorized leave of absence, the City shall deduct from the employee's pay an amount equal to time absent.

Section 11.2212 Sick Leave Donations

In the event, an employee is unable to work due to catastrophic illness<u>or</u>; surgery (either their own or that <u>ofg_qualifying</u> family member), City employees may donate their accrued sick leave to another employee under the following conditions:

- Employee will be out of work in excess of two weeks (80 hours).
- The sick/injured employee has exhausted all of his/her accrued sick, vacation, and compensatory time.
- Individual employees may donate sick leave hours, which are in excess of forty (40) accrued hours with a cap of twenty (20) hours per fiscal year.
- Employees, who are terminating their employment with the City, may not donate their sick leave hours to another employee.

 Any employee requesting a donation of sick leave hours shall submit a written request to the Department head requesting authorization to obtain the donation of sick leave hours from their fellow employees.

11-24

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• Once hours are donated and received, the donation is irrevocable.

Section 11.2313 Leave Requests

The following procedure shall apply for all leave requests other than for sick leave:

- A) Leave requests shall be made in writing using the City of Lindsay Leave-Request Form, which will be available at each department work site. No leave will be considered approved until the form is signed by the employee's department head or his/her designee and a copy of the form is returned to the requesting employee.
- B) Vacation requests should be made at least two weeks in advance. In those cases where multiple employees are requesting the same time period off, the order in which the requests are received shall determine which <u>employee employees</u> are granted vacation leave.
- C) Special request for one day off which was not a planned vacation may be made at any time prior to the day to be taken. The leave request form must be submitted and approved prior to the employee taking the day off.
- D) Upon receiving a leave request, the department head shall approve/deny the request and forward a copy to the requesting employee and to the finance department. In the case of denial, the department head shall indicate on the form the reasons for the denial.
- E) Employees who are denied a leave request may appeal to the Personnel Director.

Section 11.2414 Temporary and Part TimePart-Time Employees Not Eligible

Temporary employees, including emergency and extra help employees_a are not eligible for paid benefits, including paid leaves of absence unless the law requires otherwise. <u>Part timeart-timeetime</u> employees are not eligible for benefits or leaves of absence other than vacation after five years of service.

<u>CITY OF LINDSAY – PERSONNEL RULES AND REGULATIONS</u></u>

TRANSFER AND DEMOTION

RULE XII

Section 12.1.1 Involuntary Transfer

The City may initiate employee transfers when the transfer is in the best interest of the City. City initiated transfers shall not serve the required probationary period in accordance with Rule 9. Upon approval of the Personnel Director and City Manager, the department head may transfer an employee anytime from one position to another position in a comparable class where the salary range is the same, involves the performance of similar duties and requires substantially the same basic qualifications. However, the employee shall be consulted prior to any transfer. Any employee who is transferred from one position to another position in the same or similar class shall be compensated at the same step and salary range the employee received in the previous position. The salary anniversary date shall not change. Employees may appeal the transfer within five (5) days to the City Manager whose decision is final.

Section 12.1.2 Voluntary Transfer

An employee's request for transfer to another type of work or department normally will be considered only after successful completion of the probationary period. Employees requesting a transfer shall submit a memorandum to the Personnel Director and City Manager detailing the request for transfer and reasons for the request. Upon receipt of the transfer request, the Personnel Director will notify the employee's Department Head. Job performance, qualifications, attendance, and other factors shall be evaluated to ensure the most effective use of the employee's capabilities in evaluating the transfer request. The Personnel Director will communicate to the employee whether the request is granted. When the foregoing factors are substantially equal, transfers shall be determined by City seniority. Employees transferred to a vacant position at their request shall serve a new probationary period in accordance with Rule 9.

If the transfer involved a change from one department to another, both department heads must consent thereto unless the City Manager orders the transfer.

Transfer <u>A transfer</u> shall not be used to effectuate a promotion or demotion, each of which may be accomplished only as provided in the personnel rules and regulations.

Section 12.2 Demotion

The City Manager may demote an employee for disciplinary purposes. No employee shall be demoted to a position who for which they dodoes not posses the minimum qualification. Disciplinary demotion action shall be in accordance with Rule 14. Demotion is the removal of an employee from his or her present position to a lower paying lower-paying position... A Department Head may request the City Manager demote an employee for

- any of the following reasons:
 - (a) At the request of an employee, provided the employee possesses the minimum qualifications for the demoted position.
 - (b) Failure to meet the job-related standards of a promotional probation.
 - (c) For disciplinary actions (see Rule 14).

(d) For displacement.

Employees requesting a voluntary demotion shall submit a memorandum to the Personnel Director and City Manager detailing the request for voluntary demotion and reasons for the request. Upon receipt of the request for voluntary demotion, the Personnel Director will notify the employee's department head. If the request for voluntary demotion involves a change from one department to another, both department heads must consent thereto unless the City Manager orders the demotion. Employees demoted at their own request shall be placed at the same step unless another step is mutually agreed to. If the employee has held regular status in the classification to which he or she is voluntarily demoted, probation can be waived upon approval of the City Manager.

SEPARATION FROM SERVICE

RULE XIII

Section 13.1 Abandonment of Position

An employee may be separated from employment if the employee fails to report for duty and is absent from work without approved leave for more than three consecutive work shifts, or fails to report for work upon the expiration of a vacation or a leave of absence where the employee did not notify his or her department head of the reason for the absence. This will be deemed to be a resignation and may result in termination of employment. The Personnel Director shall provide written notice of the proposed action to be taken due to the abandonment to the

employees<u>at the last known address</u>. Said notice shall provide the employee the Skelly prep disciplinary due process. process

Section 13.2 Disciplinary Action

An employee may be separated from employment for disciplinary reasons by the City Manager as provided in Rule 14.

Section 13.3 Layoff

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An employee may be separated from employment because of changes in duties or organization, abolishment of position, shortage of work_a or funds.

Section 13.3.1 Statement of Intent

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

Section 13.3.2 Notification

Employees to be laid off will be given, whenever possible, at least fourteen (14) calendar days prior notice.

Section 13.3.3 Order of Layoff

Employees will be laid off in the inverse order of their seniority in their classification in the department. Seniority is determined based upon date of hire in the classification and higher classifications in the department. A lay off out of the inverse order of seniority may be made if, in the City's judgment, retention of special job skills are required. Within each class, employees will be laid off in the following order, unless special skills are required: temporary, part-time, probationary, and regular. In cases where there are two or more employees in the classification in the department from which the lay off is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve (12) months prior to lay off, as follows:

First, all employees having ratings of "improvement needed;" second, all employees having ratings of "competent;" third, all employees having ratings of "outstanding."

Section 13.3.4 Re-employment Rights for Laid-off Employees

Regular employees, who have received a satisfactory or better evaluation for the 12 months prior to <u>lay offlayoff</u>, have completed their probationary period and who have been laid off shall be automatically placed on a re-employment list for two (2) years for the classification from which they were laid off.

Section 13.4 Resignation

An employee wishing to leave employment in good standing shall file with the City Manager a written resignation stating the effective date and reasons for leaving, at least two weeks before leaving the service, unless approval for a shorter notice is obtained. Resignation shall be deemed accepted upon submission. A resignation made with the notice required may be regarded as cause for denying the resigning employee future employment with the City, and is a resignation not in good standing.

Section 13.5 Disability and Disability Accommodations

An employee may be separated for disability when the employee cannot perform the essential functions of the job. The City may separate a disabled employee if the employee cannot perform the essential functions of the job with reasonable accommodation. (NOTE: ADD REASONABLE ACCOMMODATION POLICY PAGE 13).

A. POLICY

The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act. The City may separate a disabled employee if the employee cannot perform the essential functions of the job with reasonable accommodation.

B. PROCEDURE

1. Request for Accommodation

An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request must identify: a) the jobrelated functions at issue; and b) the desired accommodation(s).

2. Reasonable Documentation of Disability

Following receipt of the request, the Human Resources Department may require additional information, such as reasonable documentation of the existence of a disability.

3. Fitness for Duty Examination

The City may require an employee to undergo a fitness for duty examination to determine whether the employee can perform the essential functions of the <u>jubjob</u> with or without reasonable

accommodation. The City may also require that a City-approved physician conduct the examination.

4. Interactive Process Discussion

After receipt of reasonable documentation of disability and/or a fitness for duty report, the City will arrange for a discussion, in person or via telephone conference call, with the employee, and his or her representative(s), if any. The purpose of the discussion is to work in good faith to fully discuss all feasible potential reasonable accommodations.

5. Case-by-Case Determination

The City determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The City will not provide accommodation(s) that would pose an undue hardship upon City finances or operations, or that would endanger the health or safety of the employee or others. The City will inform the employee of its decision as to reasonable accommodation(s) in writing.

Section 13.6 Retirement

Retirement from employment shall be subject to the terms and conditions of the City's retirement plan. Whenever an employee meets the conditions set forth in the City's retirement plan regulations, they may elect to retire and receive benefits earned under the retirement plan.

Section 13.7 Death of Employee

In the event of a death of an employee, payment of earned wages due shall be in accordance with the laws of the state. Unless otherwise provided by law, payment of any other funds due the deceased employee will be paid to the beneficiary so designated in writing by the employee. If no beneficiary has been designated, any funds due shall be paid to the deceased employee's surviving spouse or domestic partner. In the absence of a surviving spouse or partner, such payment shall be made to the employee's children. In the absence of children, such payment shall be made to the deceased employee.

Section 13.8 Return of City-Owned Property

The department head is responsible for the return of city owned property by the employee leaving the service of the city. The employee shall return the property before he or she is entitled to receive his/her final salary check.

Section 13.97 Exit Interviews

Whenever possible, the Personnel Director shall conduct exit interviews with employees upon separation from employment.

DISCIPLINARY PROCEDURES

Section 14.1 Policy

RULE XIV

The City's policy on disciplinary actions is founded on the premise that the actions are to be corrective, and any disciplinary actions should reinforce and shape employee behavior in the reasonable and necessary direction <u>actualizing to actualize</u> the City's goals.

The tenure of every employee shall be based on reasonable standards of person conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary actions should be progressively more severe, and commensurate with the seriousness of the offense and with due consideration of the employee's prior performance record. However, the City may disregard progressive discipline for a serious offense. A serious offense may result in severe discipline. All suspensions, demotions, reductions in salary and terminations of persons with regular status shall be made according to these rules. Employees who are probationary, temporary, part time₂ or serve pursuant to a contract may be disciplined at any time without cause or right of appeal unless their contract provides otherwise.

Section 14.2 Basis for Disciplinary Action

Basis for disciplinary actions include, but shall not be limited to, the reasons listed below and in accordance with procedures listed in these rules.

- (a) Failure to meet work performance standards and requirements; unsatisfactory or careless work; failure to meet production or quality standards as given by employee's supervisor; or mistakes due to carelessness or failure to get necessary instructions.
- (b) Discourteous or disrespectful treatment of other employees, citizens, suppliers, or visitors, or treatment, behavior which does not foster cooperation.
- (c) Insubordination or refusing to obey supervisor's directions pertaining to work; refusal to perform assigned work; or to follow a direct order; or insulting or demeaning the authority of a supervisor or manager.
- (d) Willful or negligent disobedience of any law, City or department rule or regulation.
- (e) Failure to maintain a neat and clean appearance in terms of the standards established by the employee's supervisor; any departure from accepted conventional modes of dress or personal grooming; or wearing improper or unsafe clothing.
- (f) Excessive use of City telephone for personal calls.
- (g) Posting, removing or altering notices on any bulletin board on City property without permission of an officer of the City.
- (h) Soliciting during working hours and/or in working areas²/₂ selling merchandise or collecting funds of any kind for charities or others with<u>out</u> authorization during

business hours, or at a time or place that interferes with the work of another employee on City premises.

(i) Conducting a lottery or gambling on City premises.

- Misappropriation or damage of public property or waste of public funds or property through negligent or willful misconduct.
- (k) Absence without approved leave; leaving work stationworkstation during work hours without supervisor's permission, except to use the restroom; leaving work before the end of a workday or not being ready to work at the start of a workday without supervisor's approval; or stopping work before time specified for such purposes.
- (1) Failure to report an absence or late arrival; excessive absenteeism; or tardiness.
- (m) Practicing deception or fraud in the securing of a job appointment or promotion; or failure to supply full information as to character, reputation, or acts which, if known at the time of appointment might have resulted in a disqualification of the employee for the job to which appointment was made.
- (n) Falsification or misrepresentation of a relevant official statement, document, reports or records, and employment application, including the omission of information in an attempt to deceive or mislead, or the willful omission of information that, if known, could affect the outcome.
- (o) Misappropriation of found property; theft of City property or the property of other employees; unauthorized possession or removal of any City property, including documents, from the premises without prior permission from management; unauthorized use of City equipment or property for personal reasons; or using City equipment for profit.
- (p) <u>Violation of the City's or a department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity Violating the non disclosure agreement; giving confidential or proprietary City information to other organizations, to unauthorized employees, or to anyone whom issuance of such information has not been authorized; breech of confidentiality of personnel information; or removing the contents of any official record, report, document or other written matter, current or completed.</u>
- (q) Lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the City; or alteration of City records or other City documents.
- (r) Failure to use or alteration of time cards, attendance documents or other records; altering such records of another employee, or causing someone to alter such records which is considered theft of time.
- (s) Neglect of duties.

- (t) Being intoxicated or under the influence of intoxicants, drugs or narcotics while at work; or use, possession or sale of such in any quantities while on City premises except medications prescribed by a physician, which do not impair work performance. Possessing or using alcohol in City offices or facilities.
- (u) Smoking while on duty in an area where smoking is prohibited or at nondesignated times, as specified by department rules.
- (v) Incompetency.
- (w) Inefficiency.
- (x) Dishonesty.

- (y) Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging in other to do the same.
- (z) Improper withdrawal or limitation of service or any action that interferes with or is disruptive of the City mission or the public service.
- (aa) Any act or statement, oral or written, which tends to bring the City, it²s employees or officers into disrepute or ridicule.
- (bb) Use of coarse, obscene, profane, or insolent language or gestures to any Other employee or the public; indifference or rudeness towards the public or any other employee; or any disorderly/antagonistic conduct on City premises.
- (cc) Sleeping while on duty; or loitering or loafing during working hours.
- (dd) Improper political activity.
- (ee) Unauthorized possession of dangerous or illegal firearms, weapons or explosives on City property or while on duty, or displaying or brandishing any firearm or weapon, whether in jest or otherwise, in any manner which can be construed as careless, threatening or dangerous except in the performance <u>or of</u> official duties.
- (ff) Receiving or accepting, directly or indirectly, any money, gift, reward, service, gratuity, favor, hospitality, loan or other consideration for any service or official action rendered by the employee, without first securing the written permission from the City Manager.
- (gg) Use of influence of position with the City for private gain or advantage, or the use of time, facilities, equipment or supplies for private gain or advantage.
- (hh) Engaging in an act of sabotage; or negligently causing the destruction, damage, loss or misuse of City property, or the property of any employees, customers, suppliers, or visitors; or the failure to immediately report damage, loss or an accident involving City equipment.

- (ii) Negligence or any careless action which endangers the life or safety of another person; willful violation of security or safety rules or failure to observe safety rules or safety practices; failure to wear required equipment; or tampering with safety equipment or other devices.
- (jj) Negligence or any careless action which endangers the life or safety of another person; willful violation of security or safety rules or failure to observe safety rules or safety practices; failure to wear required equipment; or tampering with safety equipment or other devices.
- (kk)(ij) Fighting, or provoking a fight while on duty.
- (II)(kk) Conviction of a felony or misdemeanor when there is a nexus to the workplace. The word, "convicted' shall be construed to mean pleas of guilty, or nolo contendere, regardless, of whether any sentence is imposed by the court.
- (mm)(ll) Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on City premises or when representing the City.
- (nn)(mm) Threatening, intimidating or coercing other employees on or off the premise at anytime, for any purpose.
- (oo)(nn) Immoral conduct or indecency on City property; or failure to exhibit acceptable behavior either during or outside duty hours such that the employee's ability to perform his or her duties is impaired; or the ability of the City to perform its' mission is or may be impaired; or causes the discredit to the City.
- (pp)(00) Refusal to take and subscribe any oath or affirmation, which is required by law in connection with employment.
- (qq)(pp) Unlawful discrimination, harassment or retaliation.
- (rr)(qq) Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the CityConflict of interest.
- (ss)(rr) Any conduct that impairs, disrupts or causes discredit to the City, to the public service, or other employee's employment Any deliberate action that is extreme in nature and is detrimental to the City's efforts to operate efficiently.
- (tt)(ss) Working overtime without authorization or refusing to work assigned overtime.
- (<u>uu)(tt)</u> Any violation or action inconsistent with these personnel system rules or officially promulgated City rules, regulations or policies.

Section 14.3 Types of Discipline

The following are types of counseling, reprimands and discipline which the City may impose: The following procedures shall be followed when, in the judgment of the department head, an employee has committed an act or omission that justifies disciplinary action. Disciplinary actions may range from informal conversations to formal termination. A typical progressive sequence of disciplinary actions used by the City is:

 Counseling: The immediate supervisor usually counsels the employee. Counseling is informal discussion with an employee designed to assist the employee to fully develop his or her skills and abilities. The discussion may include, but shall not be limited to, clarifying standards, setting expectations and areas of concern, seeking information, or problem solving. Counseling is usually the action taken to assist the employee in clarifying the need for improvement.

To provide both the supervisor and employee with a permanent record of a counseling, a written memo may be sent to the employee to clarify verbal agreements and the need for possible behavior change. No record of the counseling is placed in the employee's permanent personnel file unless disciplinary action of at least a written reprimand is later issued on the same problem.

A counseling memo is not considered "punitive action" under the Public Safety Officers Procedural Bill of Rights Act

2. Verbal Reprimand: A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.Oral reprimand: The oral warning notifies the employee that his or her performance or behavior must be improved. Oral warnings are given by supervisors when counseling has failed to produce the desired change.

The warning shall define the areas in which improvement is required, set goals leading to this improvement, and shall inform the employee that failure to improve will result in more serious action. To provide both the supervisor and employee with a permanent record of a specific violation, a written memo may be sent to the employee confirming the conversation. The memo shall state the offense and consequences if corrective action is not taken. No record is placed in the employee's permanent personnel file unless subsequent action is necessary.

 Written reprimand: A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue warning is a formal notice to an employee of a performance or conduct problem.

The content of the written warning shall define what occurred, the date and time of event which is the cause of the reprimand, what was violated by the employee, what the employee is directed to do to correct the situation, and the employee's right to respond in writing within five (5) working days of the reprimand. The written reprimand shall be signed by the employee's supervisor, or department head, countersigned by the employee, and filed with the personnel officer. If the employee refuses to sign, it-this shall be noted as such on the memorandum. When the written warning is issued, the employee, shall receive one copy with both signatures affixed and a copy will be placed in the employee's permanent personnel file. The employee has the right submit a written rebuttal to the

Personnel Director or designee within 5 working days. Such rebuttal shall be attached to and stored alongside the reprimand in the employee's personnel file along with the employee's response if any. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below.

- 4. <u>4.</u>—Suspension<u>Without Pay</u>: A department head may suspend an employee from his or her position <u>without pay</u> for cause. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and right of appeal as provided herein. <u>Employees who are exempt from FLSA overtime requirements will only be subject to suspension where a suspension is consistent with FLSA regulations.</u>
- 5. <u>5.</u> Demotion: A department head may demote an employee from his or her position for cause. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and right of appeal as provided herein.
- 6. 6. —Reduction in Pay or Paid Leave Accruals: A department head may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of two forms: (1) a decrease in salary to a lower step within the salary range; or (2) a decrease in salary paid to an employee for a fixed period of time; or (3) loss of accrued paid vacation or administrative leave, floating holiday, or other general-purpose paid time off. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and right of appeal as provided herein. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.
- 7. 7. Discharge: A department head may discharge an employee from his or her position for cause. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and right of appeal as provided herein.

Section 14.4 Written Notice of Intent to Discipline

Only regular, for-cause employees have the right to the conference and appeal process outlined in Sections 14.4, 14.5, and 14.6. Written notice of the proposed disciplinary action (Suspension, Demotion, Reduction Imin Pay, or Termination) shall be given to the employee. Such notice shall include:

- (a) A statement which clearly defines the intent to take action, the proposed action to be taken and the effective beginning and ending time of intended action.
- (b) A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken.

- (c) A copy of all written materials, reports or documents upon which the intended discipline is based.
- (d) A statement with the date and time of the Skelly conference with the department head.
- (e)(d) A statement that the employee will be afforded the right to respond, either orally, in writing, or both within five (5) working days upon receipt of the intended disciplinary action, to the department head, either by requesting a <u>Skelly</u> conference, by providing a written response, or both.
- (e) The date and time of the Skelly conference with the department head.
- (f)_____Notice that the failure to respond within five (5) working days shall constitute a waiver of the right to respond prior to the imposition of discipline.
- (f)(g) Notice of the employee's right to have a representative of their choice at the Skelly conference.

(g)

The employee's signature on the notice of intent to render discipline shall acknowledge receipt of said notice by the employee. If the employee refused to sign it shall be noted as such on the notice of intent to discipline. The signature documentation on said notice shall acknowledge that the employee received the notice.

Section 14.5 Employee Response

Within five (5) working days the employee shall have the right to respond, in writing, or at the conference to the department head concerning the proposed action (Suspension, Demotion, Reduction in Pay, Termination).

If, within the five (5) working days response period, the employee, does not indicate a desire to participate in the pre-disciplinary Skelly process, the proposed action of the City should be considered conclusive and shall take effect as prescribed.

The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

Section 14.6 Final Notice of Discipline

Within 5 calendar days of receipt of the employee's timely written response or within 5 calendar days of the conference, the department head will (1) dismiss the notice of intent and take no disciplinary action against the employee, (2) modify the intended disciplinary action, or (3) impose the intended disciplinary action. In any event, the department head will prepare and provide the employee with a notice that contains the following:

14-7

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- a. The level of discipline, if any, to be imposed and the effective date of the discipline;
- b. The specific charges upon which the discipline is based;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports, or documents upon which the discipline is based; and
- e. A statement of the nature of the employee's right to appeal and deadline to appeal.

Section 14.7 Relief of Duty

The Personnel Director, or their designee, may place the employee on administrative leave with pay pending the completion of an investigation or opportunity to respond as may be required to determine if disciplinary action is to be taken. In the event of an oral notice, the City Manager shall confirm the action by giving the employee written notice. In the event that the Personnel Director has a conflict of interest, the Finance Director will determine, and confirm with the City Manager, whether it is appropriate to place an employee on administrative leave.

Section 14.8 Appeal

An employee, who desires to appeal to the City Manager or designee shall inform the Personnel Director, or their designee, in writing within five (5) days of the department head's decision. The City Manager or designee shall hear the appeal within sixty (60) days after the employee informs the Personnel Director, or their designee. In the event that the Personnel Director has a conflict of interest, the employee shall notify the Finance Director of its desire to appeal.

Section 14.8.1 Request for Appeal Hearing

A regular, for-cause employee may appeal from a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a written answer to the charges and a request for appeal to the Personnel Director, or their designee, who will forward the appeal to the City Manager. The written answer and request for appeal must be received no later than 10 calendar days from the date of the department director's decision. In the event that the Personnel Director has a conflict of interest, request for an appeal hearing should be delivered to the Finance Director.

Section 14.8.2 Date and Time of the Appeal Hearing

The City Manager will set a date for an appeal hearing before himself/herself or the designee within a reasonable time after receipt of a timely request for appeal but no later than sixty (60) days. An employee who, having filed a timely request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the City Manager may dismiss the appeal.

The appeal hearing officer shall be the City Manager or an individual designated by the City Manager, so long as the City Manager did not serve as the *Skelly* officer for the discipline at issue

or has a conflict of interest. In those cases, the appeal hearing officer shall be an impartial individual designated by the City Council.

Section 14.8.3 Identification of Issues, Witnesses and Evidence

No later than 10 days prior to the appeal hearing, each party will provide each other and the City hearing officer Manager or designee a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing.

The City will use numbers to identify its evidence; the employee shall use alphabet letters.

Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit. The Personnel Board will state at the beginning of the hearing the decision as to the precise issue(s) to be decided.

Section 14.8.4 Conduct of the Appeal Hearing

a. Subpoenas

The <u>hearing officerCity Manager or designee</u> has authority to issue subpoenas in the name of the City prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless the City agrees to a different arrangement.

b. Continuances

The <u>hearing officer City Manager or designee</u> may continue a scheduled hearing only upon good cause shown.

c. Record of the Proceedings

All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/ her/ its own copy of a transcript.

d. The City Manager's (or designee's) Hearing Officer's Authority During the Hearing

The <u>hearing officer City Manager or designee</u> has the authority to control the conduct of the hearing and to affirm, modify, or revoke the discipline, but shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.

- e. Conduct of the Hearing
 - i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the City

Manager or designee<u>the hearing officer</u>, decides is the most conducive to determining the truth.

- ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.
- iv. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- v. Irrelevant and unduly repetitious evidence may be excluded.
- vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.
- viii. All witnesses shall be sworn in for the record prior to testifying at the hearing.
- f. Burden of Proof at the Hearing

The City has the burden of proof by a preponderance of the evidence.

g. Right to Due Process

The employee shall have the following due process rights during the hearing:

- i. The right to be represented by legal counsel or another chosen representative, at his or her own expense;
- ii. The right to call and examine witnesses on his or her behalf;
- iii. The right to introduce evidence;
- iv. The right to cross-examine opposing witnesses on any matter relevant to the issues;
- v. The right to impeach any witness regardless of which party first called him or her to testify; and
- vi. The right to rebut evidence against him or her.
- i. Presentation of the Case

All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or the <u>hearing officerCity Manager or designee</u>. The hearing shall proceed in the following order unless the <u>hearing officer City Manager or designee</u>-directs otherwise:

- i. The City shall be permitted to make an opening statement.
- ii. The employee shall be permitted to make an opening statement.
- iii. The City shall produce its evidence.
- iv. The employee shall produce his or her evidence.
- v. The City, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of no more than 20 minutes shall be permitted at the discretion of the <u>hearing officerCity Manager or designee</u>. The City shall have the right to argue first, the employee may argue second, and the City may reserve a portion of its argument time for rebuttal.
- j. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Board.

k. Written Briefs by the Parties

The <u>hearing officer City Manager or designee</u> or the parties may request the submission of written briefs. The <u>hearing officer City Manger or designee</u> will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

Section 14.8.5. Written Findings and Decision

The <u>hearing officer City Manager or designee</u> shall render a statement of written findings and <u>recommended</u> decision within 14 days after the hearing has been completed and the briefs, if any, have been submitted.

If the City Manager was neither the appeal hearing officer or the *Skelly* officer the City Manager shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. In such case, or if the City Manager was the hearing officer, the City Manager's The decision is final. There is no process for reconsideration.

If the City Manager was the *Skelly* officer, the City Council shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the City Council is final. There is no process for reconsideration.

Section 14.8.6. Proof of Service of the Written Findings and Decision

The <u>City Manager City Manager or designee</u> shall send <u>its the</u> final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives.

Section 14.8.8. Judicial Review; Statute of Limitations

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The City Manager's (or designee's) written findings and decision is final. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Tulare.

CITY - OWNED EQUIPMENT

RULE

Section 15.1 Motor Vehicles – Use

Each city vehicle may be used only on city business and shall be stored in prescribed locations on city property when not in use. Normally, only the City Manager and a department head are allowed to take a vehicle home. The City Manager may make exceptions.

Section 15.2 Assignment

The City Manager shall assign each vehicle into the custody of a department head. The department head is responsible for proper use and safeguarding of that vehicle.

Section 15.3 Operation

Only an employee may operate a city vehicle. No officer or employee shall allow an unauthorized person to rent, borrow or use a city vehicle or permit a hitchhiker or other person not having business with the city to ride in a vehicle. An employee operating a city vehicle who is involved in an accident must report the accident immediately to the police department and the Personnel Director. No city employee may drive a city vehicle who does not have in his/her possession a valid driver's license. Each city employee shall comply with all city and state laws regarding the operation of city vehicles and is personally responsible for payment of a fine incurred while driving a city vehicle.

Section 15.4 Equipment Other Than Motor Vehicles

No city equipment, instruments, tools, supplies, machines or other items which are the property of the city may be used by an officer or employee engaged in outside employment. No employee shall take city property for personal use without permission of the appropriate department head. If permission is granted, the employee is responsible for its safe return. No officer or employee shall allow an unauthorized person to rent, borrow, or use city property except with prior permission of the City Manager or appropriate department head.

POLITICAL ACTIVITY

Section 16.1 Prohibited Conduct:

The City prohibits:

RULE XVI

- 1. Employees and officers from engaging in political activities during work hours;
- Political campaigning in City buildings or on premises adjacent to City buildings; and
- An employee or officer from using his or her office to coerce or intimidate public employees to promote, propose, oppose, or contribute to any political cause or candidate.

Section 16.2 Examples of Prohibited Conduct

- 1. Participate in political activities of any kind while in uniform;
- 2. Participate in political activities during working hours;
- 3. Participate in political activities on City worksites;
- 4. Place or distribute political communications on City property;
- 5. Use equipment to make political communications;
- 6. Solicit a political contribution from an officer or employee of the City, or from a person on a City employment list, with knowledge that the person from whom the contribution is solicited is a City officer or employee;
- 7. Favor or discriminate against any employee because of political opinions or affiliations;
- 8. Interfere with any election; or
- 9. Attempt to trade job benefits for votes

16.3 Examples of Permitted Conduct

- 1. Express opinions on all political subjects or candidates;
- 2. Become a candidate for any local, state, or national election;
- 3. Contribute to political campaigns;
- 4. Join and participate in the activities of political organizations;
- Request, during off-duty time, political contributions, through the mail or other means, from City officers or employees if the solicitation is part of a solicitation

made to a significant segment of the public which may include City officers or employees;

6. Solicit or receive, during off-duty time, political contributions from a City employee organization if the funds, when collected, were not earmarked for a clearly identifiable candidate for a federal, state or local office; or

7. Solicit or receive, during off-duty time, political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of City officers or employees.

TRAINING OF EMPLOYEES

XVII

Section 17.1 Responsibility for Training

It is the policy of the City to encourage the training of employees. The City Manager and department heads have responsibility for developing training programs for employees. Training may include lecture courses, demonstrations, assignment of reading matter or other devices available for the purpose of improving the effectiveness and broadening the knowledge of a municipal officer or employee in the performance of his or her duties.

Section 17.2 Credit for Training

Participation in and successful completion of special training courses may be considered in making advancements and promotions. The employee shall file evidence of training programs with the personnel officer.

Section 17.3 Training Costs

When in the opinion of the City Manager a training course to be taken by an employee will benefit the City, the City Manager may authorize payment by the City of tuition charges, fees and textbooks. Textbooks purchased by the City become the property of the City. When tuition is paid by the City, the employee must file with the Personnel Department written evidence of his or her satisfactorily passing the course or he or she may be required to refund money paid by the City for the course. If the employee is separated from the city service within six_(-6) months after completing the course. This includes training for peace officers where none of the training or only a portion of the training was reimbursed by P.O.S.T. The employee will be responsible for the portion not reimbursed to the City.

GRIEVANCE PROCEDURE

Section 18.1 PURPOSE

RULE XVIII

The grievance procedure will give regular employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice. The intent of this policy is to:

- (a) Promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations:
- (b) Give each employee a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion;
- (c) Settle grievances as near as possible to point of origin.
 - 1. Supervisors shall make every effort to resolve grievances <u>informally</u> at their level.
- (d) Provide that appeals shall be conducted as informally as possible.

Section 18.2 Definition of Grievance

Subject to the exclusions listed, a grievance is defined as any dispute that: (1) is job-related, (2) is wholly or partially within the province of the City to rectify or remedy, (3) concerns terms and conditions of employment, (4) involves the interpretation, application, or alleged violation of these rules or a current Memorandum of Understanding (MOU) between the City and a recognized employee organization representing City employees, and (5) is not subject to any other City dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

Section 18.3 Grievance Procedure

In every case involving a grievance, the employee shall first make an effort to resolve the grievance with his/her supervisor without delay. If the employee does not believe the problem is satisfactorily resolved, he/she may appeal in writing on the grievance form to the department head. The appeal must be filed within thirty (30) days of the date the employee knew or should have known of the circumstances giving rise to the grievance.

Section 18.4 Investigation of Facts/Decision of Department Head

The department head shall investigate the facts and issues and shall decide the matter at the earliest date consistent with the nature of the investigation but in any event, within 5 working days. The Department Head shall personally notify the employee of his/her decision in writing on the grievance form.

Section 18.5 Appeal to Personnel Director, Designee, or Finance Director

If the employee desires to pursue the matter further, he/she shall notify the Personnel Director, or designee, in writing on the grievance form within five (5) working days of the Department Head's decision. In the event that the Personnel Director has a conflict of interest, the employee shall notify the Finance Director.

Section 18.6 Employee Meeting

Within ten (10) days after the Personnel Director, designee, or Finance Director receives the grievance complaint, he/she will arrange a meeting of the employee, employee representative (if any,) and department head. At the meeting an earnest effort shall be made to arrive at a satisfactory resolution of the issue.

Section 18.7 Written Decision

If a resolution is not reached at the employee meeting, the Personnel Director, designee, or Finance Director shall make his/her decision in writing five (5) working days after the date of the meeting. The decision of the Personnel Director, designee, or Finance Director is final.

Section 18.8 Regulations During Grievance Procedure:

The following regulations apply during the grievance procedure:

- (a) An employee may request the assistance of another person of his/her own choosing in preparing and presenting the appeal at any level of the review;
- (b) The employee and his/her representative may use a reasonable amount of work time, determined by the appropriate department head, in conferring about and presenting the grievance.
- (c) The time limits specified in this rule may be extended to a definite date by mutual written agreement of the parties;
- (d) An employee may drop proceedings upon written notice at any state of the procedure;
- (e) The result of final adjudication shall be in writing and acknowledged by the signature of all parties;
- (f) Copy of the grievance complaint, department head conclusion and Personnel Director, designee, or Finance Director's decision maintained in a file containing grievances;
- (g) There may not be discrimination, reprisal, or retaliation against any employee for availing himself/herself of the grievance procedure.

REPORTS AND RECORDS

RULE XIX

1

Section 19.1 Personnel Files

The Personnel Director shall maintain a personnel record for each employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status, disciplinary action, performance evaluation, and such other information as may be considered pertinent by the Personnel Director. Personnel records are confidential and access to personnel records shall be limited to the extent permitted by law.

Section 19.2 Access to Administrative Records

The City Attorney and the Personnel Director shall have access to all departmental records, documents, and papers pertaining to employees, the examination of which will aid in the discharge duties. All administrative records shall be maintained in a manner, which will preserve their confidentiality.

Section 19.3 Employee Access to Their Personnel Records

Section 19.3.1 Inspection of File

An employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Personnel Officer to arrange an appointment. The review must be done in the presence of a designated employee of Personnel.

Section 19.3.2 Copies

On request, an employee is entitled to receive a copy of any employment related document he or she has signed. An employee who wishes to receive such a copy should contact a designated employee of Personnel. On request, the City will also provide an employee single copies of any other documents in his or her personnel file. The City may charge a reasonable fee for the copies.

In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The employee will be notified of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.

Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

Section 19.4 Access to Personnel Records by Department Heads

A Department Head shall have access to all records, documents, and papers pertaining to employees in his or her department, if the examination will aid in the discharge of his or her duties. The Department shall maintain this confidentiality.

Section 19.5 Destruction of Records

Upon approval of the City Attorney, all other records relating to personnel may be destroyed as prescribed by law.

Section 19.6 Purging of Employee Discipline Records

Only written reprimand may be expunged upon sustained corrective behavior after one year. The employee wishing to have a written reprimand purged shall make a written request to the City Manager. The City Manager shall consult with the employee's department head to substantiate that corrective behavior has been sustained for the one-year period. The City Manager shall obtain the concurrence of the department head before the records are expunged.

Section 19.7 Address Notification

Employees shall notify the personnel office of any change of name, address, or telephone number within five (5) calendar days of the change.

Section 19.8 Performance Evaluations

It is the policy of the City to evaluate employee performance on a regularly scheduled basis. The performance evaluation shall normally be conducted by the employee's immediate supervisor and shall be discussed with the employee. The employee's immediate supervisor shall consider performance in relation to the duties outlined in the employee's position description.

A performance evaluation shall be completed prior to the completion of the probationary period, and annually thereafter. A performance evaluation shall be completed on at least an annual basis for regular employees and prior to the promotion or transfer of an employee. The Personnel Director will notify the employee's department head approximately thirty (30) days prior to the <u>due date for an employee's evaluation, as defined in Section 4.9 employee's anniversary date</u>. It is the department head's responsibility to assure that the performance evaluation is completed and returned to the employee for signature prior to the employee's evaluation date. Special evaluation, as needed, may be given.

RULE XX

HARASSMENT, DISCRIMINATION AND RETALIATION POLICY

Section 20.1 Purpose

It is the City's intent and the purpose of this Policy to provide all employees, applicants, and contractors with an environment that is free from any form of discriminatory harassment, discrimination or retaliation as defined in this Policy. This Policy prohibits harassment or discrimination on the basis of any of the following protected classifications: an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition and physical or mental disability (whether perceived or actual) or any other category protected by law. It is also the policy of the City to provide a procedure for investigating alleged harassment, discrimination and retaliation in violation of this Policy. The protection from discrimination includes the protection from retaliation for having taken action either as a complainant, or for assisting a complainant in taking action, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this policy.

Section 20.2 Policy

The City has zero tolerance for any conduct that violates this this, Policy. Conduct need not rise to the level of a violation of law in order to violate this this, Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the Personnel Director, designee, or Finance Director.

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.

Section 20.3 Definitions

1. Protected Classifications:

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition and physical or mental disability (whether perceived or actual). For purposes of this policy, "race" includes traits historically associated with race, including but not limited to protective hairstyles such as twists, locks, or braids.

2. Policy Coverage:

This Policy prohibits elected officials, officers, employees and contractors from harassing or discriminating against applicants, officers, officials, employees and contractors because: (1) of an individual's protected classification, (2) of the perception of an individual is protected classification, or (3) the individual associates with a person who has or is perceived to have a protected classification.

3. Discrimination:

This Policy prohibits treating individuals differently because of the individual's protected classification as defined by this Policy.

4. Harassment:

Harassment means unsolicited words or conduct which subjectively and objectively offend another person. Harassment includes, but is not limited to, the following examples of behavior undertaken because of an individual's protected classification:

- a. Verbal harassment, such as epithets (nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of his or her protected classification. Verbal harassment includes comments on appearance and stories that tend to disparage those of a protected classification.
- b. Visual forms of harassment, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
- c. Physical harassment, such as assault, touching, impeding or blocking movement, grabbing, patting, leering, making express or implied job-related threats in return for submission to physical acts, taunting, or any physical interference with normal work or movement.
- d. Sexual harassment, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature or any of the above described conduct when:
 - i. Submission to such conduct is either an expressed or implied term or condition of an individual's employment, or
 - ii. Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating or offensive work environment, or
- iv. By definition, sexual harassment is not within the course and scope of an individual's employment with the City's.
- 5. Discrimination/harassment does not include the following:
 - 1. Bona fide acts or omission of acts based solely upon bona fide occupational qualifications under Equal Employment Opportunity Commission and California Fair Employment and Housing Commissions Guidelines.
 - 2. Bona fide requests or demands by a supervisor that the employee improve his/her work quality or output, that the employee report to the job site on time, that the employee comply with city or departmental rules or regulations, or any other appropriate work related work-related communication between supervisor and employee.

Individual employees may be held personally liable for discriminatory acts, including sexual harassment.

Section 20.4 Retaliation

Retaliation against a person (and his or her associates) who reports or provides information about harassment or discrimination is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Well-intentioned attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties or by transferring the complainant to another office may be retaliatory. Before a supervisor takes such action, the supervisor should contact the Personnel Director, or their designee. In the event that the Personnel Director has a conflict of interest, the supervisor may contact the Finance Director.

Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

Section 20.5 Reporting Harassment, Discrimination or Retaliation

An applicant, employee, officer, official or contractor who feels he or she has been harassed, discriminated against, retaliated against, or desires to raise a grievance of conduct in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

1. Object to the Conduct

Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged to use this process.

When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 below or go directly to the formal reporting process.

2. Oral Report

If a person who believes that this Policy has been violated does not want to confront the offending person, he/she should report the conduct to a supervisor, department head or any City management employee. The individual may also seek the advice, assistance or consultation of a supervisor, department head, or any City management employee. Any supervisory or management employee who receives such a report must in turn direct it to the Personnel Director of Human Resources, or their designee. The Personnel Director, or their designee, will determine what level of investigation and response is necessary. In the event that the Personnel Director, and the Finance Director, will determine what level of investigation and response is necessary.

3. Written Process

An individual who believes this Policy has been violated may provide a written complaint to a supervisor, department head or any management employee who in turn must direct the complaint to the Human Resources Department, or their designee. Individuals are encouraged to use the Confidential Complaint Form for this purpose. In the event that the Personnel Director has a conflict of interest, the complaint may be directed to the Finance Director.

4. Option to Report to Outside Administrative Agencies

Applicants, employees, officers, officials and contractors have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California <u>Civil Rights</u> Department of Fair Employment and Housing (DFEHCRD).

Additionally, they have the option to make a report via the <u>City of Lindsay WeTip Anonymous</u> <u>Reporting Solution Line Employment Risk Management Authority (ERMA) Employee</u> <u>Protection Line online at www.WeTip.com https://www.employeeprotectionline.com/xplonline/</u> or via phone at (909)987-5005800) 576 5262. The Employee Protection Line is an effective risk

management tool that allows employees to anonymously report workplace wrongdoing 24 hoursa-day, seven days-a-week.

Section 20.6 Supervisory Resolution

Whenever possible, employees who believe they are experiencing discrimination, discriminatory harassment or retaliation are encouraged to inform the individual that his/her behavior is unwelcome, offensive, unprofessional or highly inappropriate. If this does not resolve the concern or if an employee feels uncomfortable, threatened, or has difficulty expressing his/her concern, assistance should be sought from a supervisor or manager.

Section 20.7 Formal Investigation/Response

1. Investigation

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Personnel Director, designee, or Finance Director will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Personnel Director, designee, or Finance Director may coordinate the investigation with the complainant's department head and may hire an outside investigator if the City deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Personnel Director, designee, or Finance Director, designee, or Finance Director will report the status of investigations to the City Manager as appropriate.

The Director, in concurrence with the City Manager, may take interim action to diffuse volatile circumstances. The investigator will review the complaint allegations in an objective manner and to the extent that the City deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

The City takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

2. Remedial and Disciplinary Action

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any

official, supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

3. Closure

At the conclusion of the investigation, the Personnel Director, designee, or Finance Director will notify the complainant in general terms of the outcome of the investigation.

4. Confidentiality

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

Section 20.8 Responsibilities of Employees, Management and Supervisory Employees

1. Employees

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. Tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.
- Let fellow employees know when you consider behavior offensive. The City hires people from a wide variety of cultural and ethnic backgrounds, and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.
- Report harassment, discrimination or retaliation as quickly as possible, whether the employee is the target of the conduct or a witness.
- If an employee witnesses harassment, he or she should tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior.

- Maintain confidentiality as required by this Policy.
- Fully cooperate with the City's investigation of complaints made under this Policy.
- 2. Managers and Supervisors

In addition to the responsibilities listed above, managers and supervisors are responsible for the following:

- Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the Personnel Director, designee, or Finance Director.
- Taking positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to his/her attention.
- Making sure no department director, supervisor or other employee retaliates through any action of intimidation, restraint, coercion or discrimination.
- Monitoring the work environment and taking appropriate action to stop potential Policy violations.
- Following up with those who have complained to ensure the behavior complained of has ceased.
- Informing complainants of their option to contact the EEOC or DFEH CRD regarding a potential Policy violation.
- Taking prompt, appropriate action within their work units to avoid and minimize the incidence <u>o anyof any</u> form of discrimination, harassment or retaliation.
- Ensuring that his/her subordinates understand their responsibilities under this policy.
- Ensuring that members who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.

C. MANDATORY TRAINING

As part of its commitment to ensuring a work environment free from harassment and discrimination, the City requires that all of its employees receive training on this Policy during scheduled training. Human Resources will schedule training sessions each year to

ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

All employees shall certify by signing the prescribed form that he/she has been advised of this policy, is aware of and understands its contents and agrees to abide by its provision during hi//her term of employment with the City of Lindsay.

- 1. Supervisory employees shall receive two hours of classroom or other effective interactive training and education within six months of assuming a supervisory position.
- 2. All other employees shall receive one hour of classroom or other effective interactive training and education within six months of their employment or sooner for seasonal or temporary employees as described in Government Code § 12950.1
- 3. If the required training is to be provided by <u>DFEH_CRD</u> online training courses, the Training Supervisor should ensure that employees are provided the link or website address to the training course (Government Code § 12950).

Section 20.9 Disposition of Complaints

Only one of the following four (4) dispositions will be used to classify the disposition of an allegation of harassment:

- (a) Sustained Complaints- If the complaint is substantiated, this policy and procedure prohibiting discrimination/harassment will be reviewed with the offender. Appropriate disciplinary action and/or training, will be taken pursuant to disciplinary procedures.
- (b) Not Sustained Complaints- If there is insufficient evidence to either prove or disprove the allegation(s), both parties to the complaint will be informed of the reason(s) for this disposition.
- (c) Unfounded Complaint- If it is determined that an act reported pursuant to this policy/procedure did not in fact occur, a finding of unfounded shall be made.
- (d) Exonerated Complaints- If it is determined that an act reported pursuant to this policy/procedure did in fact occur, but was lawful and proper within the guidelines established herein, a finding of exonerated shall be made.

Should it be determined that the reporting party maliciously filed the complaint knowing that it was false or frivolous at the time of the complaint, that employee shall be subject to discipline up to, and including termination.

Section 20.10 Documentation of Complaints

All complaints or allegations shall be documented on forms and in manner designated by the Director of Personnel, designee, or Finance Director. All reports shall be:

- Approved by the Director of Personnel, designee, or Finance Director
- Maintained for a minimum of five (5) years

Section 20.11 Questions Regarding Discrimination or Harassment

Employees having questions are encouraged to contact a supervisor, manager, their department head, Personnel Director<u>or</u>-designee, Finance Director<u>, or</u> the City Manager, or they may contact the California Department of Fair Employment and HousingCivil Rights Department at (800) 884-1684 or the Equal Employment Opportunity Commission (800) 669-6820.

Section 20.12 Workplace Violence

The City of Lindsay is committed to providing a safe work environment that is free of violence and the threat of violence. The top priority in this process is effectively handling critical workplace incidents, especially those dealing with actual or potential violence. The department of public safety will be notified of all incidents.

This policy sets forth the City's position regarding workplace violence and provides guidance to all employees, supervisors and managers in addressing workplace violence issues.

- A. Violence or the threat of violence, against or by any employee of the City or any other person is unacceptable.
 - Should a non-employee, on City property, demonstrate or threaten violent behavior he/she may be subject to criminal prosecution.
 - (2) Should an employee, during working hours, demonstrate or threaten violent behavior he/she may be subject to disciplinary action in addition to criminal prosecution.
- B. The following actions are considered violent acts and are explicitly prohibited.
 - (1) Striking, punching, slapping, or assaulting another person.
 - (2) Fighting or challenging another person to fight.
 - (3) Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise.
 - (4) Engaging in dangerous, threatening or unwanted horseplay.
 - (5) Possession, use or threat of use, of a gun, knife or other weapon of any kind on the city property, including parking lots, other exterior premises, city vehicles, or unless such possession or use is a requirement of the job.

- (6) Threatening or harming another person, or any other action or conduct that implies the threat of bodily harm.
- C. Any employee who is victim of any violent threatening or harassing conduct, any witness to such conduct, or anyone receiving a report of such conduct, whether the perpetrator is a city employee or non-employee person in the chain of command.

The appropriate person in the chain of command may include:

- (1) Immediate Supervisor
- (2) Department Head
- (3) Personnel Director, Designee, or Finance Director
- (4) City Manager

If no one in the chain of command can be reached, the employee should report to the personnel department. In case of emergencies, the employee should call 911 immediately.

- D. No one, acting in good faith who initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment.
- E. In the event the City fears for the safety of the perpetrator or the safety of others at the scene of the violent act, law enforcement will be called for assistance.
- F. Employees who violate this policy may be subject to disciplinary action up to and including termination.

RULE XXI

SUBSTANCE ABUSE POLICY

Section 21.1 Introduction

The intent of this policy is to deter the misuse or abuse of legal or illegal substances that create a threat to the safety and health of any City Employee or member of the public. The City of Lindsay discourages alcohol and drug abuse and strives to achieve a work force free from the influence of drugs and alcohol.

In recognition of the City's responsibility to maintain a safe, healthful and productive work environment and each employee's responsibility to perform work for the public safely, effectively and efficiently, the City will act to eliminate any substance abuse which increases the risk of accidents, absenteeism, substandard performance, poor employee's morale or damage to the City's reputation. Substance abuse includes the use of or possession of illegal drugs, alcohol or controlled substance, which could impair an employee's ability to perform his or hers job safely, effectively and efficiently.

The City of Lindsay believes that its employees are its most important assets. Thus, a primary objective of the policy is to ensure that public safety and the welfare of our employees are not endangered as a result of substance abuse. Additionally, the City is committed to provide an employee with an opportunity for recovery and rehabilitation, enabling the affected employee to return to satisfactory job performance level.

Section 21.2 Purpose

This policy sets forth the City's position regarding substances abuse and provides guidance to all employees, supervisors and managers in addressing substance abuse issues.

Section 21.3 Policy

It is the City's policy that no employee shall:

- (a) Report to work under the influence of alcohol or drugs;
- (b) Be under the influence of alcohol or drugs while on standby;
- (c) Possess drugs while on duty or while on standby;
- (d) Use alcohol or drugs while on duty or while on standby;
- (e) Sell, distribute or provide alcohol or drugs to any employee or person while on duty or while on standby;
- Sell, distribute or provide alcohol or drugs to any employee or person while on duty or while on standby;
- (g) Have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medication and drugs is not per se a violation of the policy, failure by the employee to notify his/her supervisor before beginning work when taking such medication or drugs which may interfere with the safe and effective performance of duties is a violation of this policy. In the event their is a question regarding the employee's ability to safely and effectively perform the assigned duties while using such medication or drugs, clearance from a qualified physician will be required.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains full or joint control with the employee for the purpose of detecting the presence of alcohol or illegal drugs. Areas in which the City maintains full control include but are not limited to all City owned equipment. Areas jointly controlled by the City and employees include but are not limited to desks, lockers, file cabinets, office cabinets and bookshelves. Otherwise, the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Employees reasonable believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until an authorized City representatives or law enforcement representatives can transport the employee from the work site.

Violations of this policy may be grounds for disciplinary action, up to and including discharge. Refusal to submit immediately to a drug and/ or alcohol test when requested by City management or law enforcement personnel, failure to cooperate during testing, or any acts taken by the employee to negate testing procedures, may constitute insubordination and may be ground for discipline up to and including termination.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntary seek help for alcohol or drug problems. Employees should contact the Personnel Director or their supervisors for additional information. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled.

Section 21.4 Application

This policy applies to all City of Lindsay employees as well as applicants for positions with the City of Lindsay. This policy applies to alcohol and to all substances, drugs or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the function of the job.

Section 21.5 Employee Responsibilities

An employee shall:

- (a) Not report to work or while on standby have his/her ability to perform job duties impaired due to alcohol or drug use, on or off duty.
- (b) Not possess, use, or be under the influence of alcohol or drugs (illegal drugs and legal drugs without a prescription) during working hours, while on standby, on breaks, during meal periods or while driving a personnel vehicle or City vehicle on City business;

- (c) Not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty or while on standby;
- (d) Submit immediately to a drug and/or alcohol test when directed by a responsible City supervisor or management representative;
- (e) Notify his/her supervisor, before beginning work or when contacted for call back when taking any medications or drugs, prescription or non-prescription, or alcohol, which may interfere with the safe and effective performance of duties or operation of City equipment; and;
- (f) Upon request, provide a current valid prescription for any drug or medication identified when a drug analysis is positive within a reasonable time period. The prescription must be in the employee's name.

Section 21.6 Employee Complaint

- (a) Any employee may file a complaint with their department head regarding any employee whose performance is being affected by substance abuse.
- (b) An employee filing a complaint shall, within 24 hours, document in writing, the facts constituting reasonable suspicion that the employee in question was intoxicated or under the influence of drugs and/or alcohol.
- (c) Complaints, which are determined to be malicious or vexatious will not be tolerated and will subject the complaining individual to disciplinary action.

Section 21.7 Management Responsibilities and Guidelines

- A. Manager and supervisors are responsible for consistent enforcement of this policy.
- B. Managers and supervisors may direct an employee to submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- (a) Slurred speech;
- (b) Alcohol on breath;
- (c) Problems walking or other physical activity impairments;
- (d) An accident involving City property;

- (e) Physical altercation;
- (f) Verbal altercation;
- Behavior, which is so unusual that it, warrants summoning a supervisor or anyone else with authority;
- (h) Possession of alcohol or drugs;
- (i) Information obtained from a reliable person with personal knowledge.
- C. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall, within 24 hours, document in writing the acts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs and/or alcohol. Any manager or supervisor encountering an employee who refuses o submit to a drug and/or alcohol test upon request shall remind the employee of the requirements and consequences of this policy.
 - (j) Managers or supervisors shall not physically search employees.
 - (k) Managers and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion or believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.
 - Managers and supervisors may search areas jointly or fully controlled by the City.
 - (m) Managers and supervisors shall not confiscate, without consent, prescription drugs or medication from an employee who has a prescription.

Section 21.8 Employee Assistance Program

The City has a well-established voluntary Employees Assistance Program (EAP) to assist employees who seek help for substance abuse problems.

The EAP is available for assessment, referral to treatment, and follow-up. Any employee with the City of Lindsay wishing confidential assistance for a possible alcohol or drug problem may contact personnel, their insurance provider or the Employee Assistance Program for additional information.

Employees who are concerned about their alcohol and/or drug use are strongly encouraged to voluntarily seek assistance through the EAP or health insurance program. In addition, employees who are concerned about alcohol and/or drug use among their co-workers should strongly encourage those individuals to seek assistance through the EAP.

All Self-referral contacts are held in confidence by the EAP unless the employee requests, through specific written release of information, that the department, supervisors, union or other parties be notified.

The employee's compliance with the recommendations of the EAP is voluntary. Employee's job security and/or promotional opportunities will not be jeopardized by utilization of the EAP or any other treatment service.

If an employee requires leave time for substance abuse treatment, he/she can follow established personnel policy concerning sick leave usage.

Section 21.9 Confidentiality

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The City recognizes the confidentially and privacy due employees, and disclosure of any information relating to chemical abuse treatment, except on a need-to-know basis, shall only be with the expressed written consent of the employee involved or pursuant to lawful process.

Section 21.10 Compliance

Employees must, as a condition of employment, abide by the terms of this policy, and report any conviction under a criminal drug statue for violations occurring on or off city premises while conducting City Business. A report of a conviction must be made as soon as possible, but in no case more than five (5) days after the conviction.

RULE XXII

MISCELLANEOUS RULES

Section 22.1 Dress Code

Employees of the City are required to dress appropriately for the jobs they are performing. <u>Unless</u> required to wear a uniform, City employees in the office are expected to adhere to a business, <u>business casual, or smart casual dress code.</u> – Therefore, failure to follow the dress regulations contained in this section shall be grounds for discipline.

(1) All clothing must be neat, clean, and in good repair. <u>For example, employees are</u> not permitted to wear hooded sweatshirts, sweatpants, torn clothing, ripped or faded jeans.

- (2) Prescribed uniforms and safety equipment must be worn.
- (3) <u>Foot wearFootwear</u> must be appropriate for the work environment and functions performed. Flip flop sandals are not permitted unless approved by the Department Head.
- (4) Hair must be neat, clean and well-groomed.
- (5) Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion.
- (6) Jewelry is acceptable except where it constitutes a health or safety hazard.
- (7) Good personal hygiene is required.
- (8) <u>All clothingDress must be appropriate for to the professional work environment, avoiding excessively revealing or provocative attire. This includes avoiding clothes midriff or back, transparent or see-through or excessively tight clothing. setting particularly if the employee has public contact. For example, employees are not permitted to wear hooded sweatshirts, sweatpantscrop tops, tank tops, min skirts, short dresses, or leggings (except under items).</u>
- (9) No tattoos are allowed anywhere on the head, face, or neck.
- (10) Any visible tattoos shall not be obscene, sexually explicit, discriminatory to sex, race, religion, or national origin, extremist, and/or gang relatedgang related. Any non-conforming tattoos will shall be covered with clothing or a bandage while at work or removed.
- (11) For employees working with the public, no objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth. <u>However</u>, <u>employees may wear except one-up to two set of reasonably sizedreasonably sized earrings in each lobe and a stud in the nose</u>. Any non-conforming piercing

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shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.

If an employee has a question about how the piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

Section 22.2 Outside Activities

A full-time employee may not carry on concurrently with his/her public service, any private business or undertaking, attention to which affects the time or quality of his/her work or which casts discredit upon or creates embarrassment for the city government.

Section 22.3 Other Public Offices

An employee may not accept appointment to a county or state or position or otherwise incur an obligation of civil public service outside his/her regular municipal employment without first obtaining the recommendation of his/her department head and approval of the City Manager.

Section 22.4 Official Badge or Insignia

An official or employee who wears a badge or other official insignia as evidence of his/her authority may not permit the badge or insignia to be used or worn by another person without approval of the department head. The department head may not grant approval accept to a person regularly and formally appointed by the City Manager to the position designated by the badge or insignia. The employee shall return the badge or insignia to the department head when he/she terminates.

Section 22.5 Purchase Order

No officer or employee may order services or merchandise without first being authorized to do so and obtaining a purchase order. Employee An employee who orders services or merchandise without a purchase order is personally responsible for payment.

Section 22.6 Operating City Vehicles

Employees whose duties include the driving of a city vehicle shall possess a valid driver's license issued by the State of California, such license shall be carried at all times when so engaged.

Section 22.7 False Information

No employee of the City of Lindsay shall make false official reports or knowingly enter or cause to be entered in any department books, records, or reports, any inaccurate, false or improper information. A failure to enter information as required by an employee is also deemed to be false information.

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Section 22.8 Release of Information

It is the City's policy that all requests for information concerning current or former employees, either by telephone or in writing, are to be referred to the Personnel Director.

It is the City's policy to state only that a person is (was) employed with the City, the date of employment and verification of title or position.

When a valid authorization for release of information, as determined by the Personnel Director is submitted, additional information may be release. All requests for references must be made in writing. Generally only written references will be provided and then only in conformance with the specific provisions of the former employees' authorization to release information.

Only job-related issues are to be discussed. Job-related issues include attendance, work habits, quality and quantity of work, supervision required and initiative.

Section 22.9 Employment of Related Persons

A policy concerning the employment of related persons applicable to personnel practices is desirable since employment decisions and/or supervision involving a related person may create potential conflicts of interest, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale.

Section 22.9.1 Definition of "Related Person"

"Related Person" shall include: mother, father, grandmother, grandfather, or grandchild of the employee or spouse or domestic partner of the employee, and the son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any other person living in the immediate household of the employee.

Section 22.9.2 Prohibited Conduct

- (a) Related person will not be eligible for employment with the City where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist.
- (b) Related persons may not be employed in the same department nor under the same immediate supervisor where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist.
- (c) One related person may not supervise another person where the potential for creating adverse impact on supervision, safety, security or morale exists.

Section 22.10 Meals and Breaks Periods

All employees except for police and fire personnel, are not on call during meal breaks unless directed otherwise by a supervisor. The time spent for <u>a</u> meal period shall not exceed the authorized time allowed.

Each employee is entitled to a 15-minute break, near the <u>mid pointmidpoint</u>, for each four-hour work period. Only one 15-minute break shall be taken during each four hours of duty. No breaks shall be taken during the first or last two hours of an employee's shift unless approved by a supervisor.

Section 22.11 Time Sheets

All employees are paid on a bi-weekly basis usually on Friday with certain exceptions such as holidays. Time sheets shall be completed and submitted to Administration no later then Monday on a bi-weekly basis, unless specified otherwise. Department heads are responsible for the accurate and timely submission of the time sheets for the payment of wages.

Section 22.12 Seatbelts

All employees shall wear available safety restraints whenever operating a City vehicle or equipment.

Section 22.13 Smoking

Smoking and other use of tobacco products is not permitted inside e<u>C</u>ity facilities<u>or on City</u> property. It shall also be the responsibility of all employees to ensure that no person smokes or uses any tobacco product inside city facilities. Department heads may designate specific vehicles as "smoking" vehicle.

Section 22.14.1 Conditional Offer of Employment Examinations

After a conditional offer of employment has been extended to an applicant, the City may, in compliance with all applicable laws, require the applicant to submit to a fitness for duty examination prior to conferring appointment.

Section 22.14.2 Current Employee Examinations

The Personnel Director or a designee may require an employee to submit to a fitness for duty examination to determine if the employee is able to perform the essential functions of his or her job when: 1) the employee appears to be unable to perform or has difficulty performing one or more essential functions of his or her job; and 2) there is reason to question the employee's ability to safely or efficiently complete work duties.

Section 22.14.3 Role of Health Care Provider

A City-selected health care provider will examine the employee at City expense. The City will provide the heath care provider with a letter requesting a fitness for duty examination and a

written description of the essential functions of the employee's job. The health care provider will examine the employee and provide the City with non-confidential information regarding whether:

- 1) the employee is fit to perform essential job functions;
- 2) there are any reasonable accommodations that would enable the employee to perform essential job functions; and
- 3) the employee's continued employment poses a threat to the health and safety of him or herself or others. Should the health care provider exceed the scope of the City's request and provide confidential health information, the City will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the City has requested.

Section 22.14.4 Medical Information

During the course of a fitness for duty examination, the City will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

Section 22.14.5 Medical Information from the Employee 's Health Care Provider

An employee may submit confidential medical information to the City from his or her personal health care provider. If the employee provides written authorization, the Personnel Director will submit the information that the employee provides to the City-paid health care provider who conducted the examination. The Personnel Director will request the City-paid health care provider to determine whether the information alters the original fitness for duty assessment.

Section 22.14.6 Interactive Process Discussion

After receipt of both the health care provider's fitness for duty report, and the analysis of the employee's personal health care information (if any) the Personnel Director will arrange for a discussion or discussions, in person or via conference telephone call, with the employee and his or her representatives, (if any). The purpose of the discussions will be in good faith to fully discuss all feasible potential reasonable accommodations. During the discussions, the Personnel Director will also discuss, if relevant, alternate available jobs for which the employee is qualified, or whether the employee qualifies for disability retirement or family and medical leave.

Section 22.14.7 Determination

After the discussions, the Personnel Director will review the information received, and determine if there is a reasonable accommodation that would enable the employee to perform essential job functions, or if the accommodations would pose an undue hardship on City finances or operations. The Personnel Director will inform the employee of his or her determination. The Personnel Director will use his or her discretion based upon the particular facts of each case.

COMPUTER, INTERNET, ELECTRONIC MAIL, AND VOICE MAIL

Section 23.1 Introduction

RULE XXIII

The City of Lindsay, hereinafter (City), is committed to providing employees with the business tools necessary in order to enhance efficiency in job performance and best serve the citizens of Lindsay.

Section 23.2 Purpose

This policy sets forth the City's policy with respect to the use of computers, electronic mail (e-mail), intranet (internal messaging systems), mobile messaging, telephonic voice mail and Internet access and other electronic communications systems provided by the City of Lindsay.

Section 23.3 Applicability

The provisions of this policy apply to all employees of the City of Lindsay, including full-time and temporary employees, as well as volunteers, agents and vendors.

Section 23.4 General Provision

With the rapidly changing nature of electronic media, and the "etiquette" which is developing among users of external on-line services and the Internet, this policy cannot lay down rules to cover every possible to be applied to use of computers, electronic mail (e-mail), intranet (internal messaging systems), and mobile messaging systems, telephonic voice mail and Internet access and other electronic communications systems provided by the City of Lindsay.

Section 23.5 No expectation of Privacy

The city respects the individual privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of City-provided equipment or supplies.

Section 23.6 Ownership

E-mail, telephonic voice mail, internal messaging systems, Internet access and other electronic communications systems are provided only for the purpose of conducting City business. All electronic communications of any sort or type generated by employees with City equipment or stored on city equipment are the property of the City of Lindsay.

The City recognizes that there may be incidental or occasional personal use of e-mail or voice mail but these messages will be treated the same as other messages. The City reserves the right to access and disclose as necessary all messages sent over its e-mail or voice mail system, without regard to content. Since your personal messages can be assessed by the City management without prior notice, you should not use e-mail or voice mail to transmit any messages you would not want read, or listened to by a third party. Misusing the Internet e-mail system, or telephonic voice mail systems will subject you to disciplinary action up to and including termination.

All software programs, computer files and other documents created by City employees on City computer or other electronic systems are the property of the City and therefore exclusively owned by the City.

Section 23.7 Prohibited Uses

All employees are prohibited from:

- (a) Installation of programs on the City's computer systems (including virus checking and screen savers) without prior written consent of the department head.
- (b) Copying City Software programs for personal use;
- (c) Use another employee's password to attempt to gain access to the employee's computer electronic mail (e-mail), Internet access or other electronic communications systems;
- (d) Connecting computers (including laptops and personal computers) not owned or leased by the City to the City's information system network without prior written consent;
- (e) Using the access code, log-on or password of other employees to gain access to their email or computer records, without prior consent.
- Disclosing access codes, log-on or password of otherwise make the City electronic resources available to persons not authorized to have such access;
- (g) Infringing on others' access and use of the City's information systems, including, but not limited to:
 - 1. Sending of excessive messages, either locally or off-site;
 - Unauthorized modifications of system facilities, operating systems or disk partitions;
 - 3. Attempting to crash or tie up a City computer or network;
 - Attempting or gaining unauthorized access to or damaging or vandalizing City computing facilities, equipment, software, or computer files;
 - Developing or using a modem on City owned or leased computers without the prior written consent;
 - 6-5. Installing or using a modem on City owned or leased computers without the prior written consent.
 - 7.6. Violating any federal, state or local laws in the use of City information systems;
 - 8.7. Violating any copyright or license to software, information (including, but not limited to, text images, icons, programs, etc.) Whether whether created by the City or any other person or entity;
- (h) Exposing others, either intentionally or unintentionally, to material which is offensive, obscene or in poor taste;
- (i) Any use that would be offensive to a reasonable person because it involves an individual's race, religion, color, sex, gender identity, sexual orientation-(including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, 22-7

pregnancy, age, medical condition (cancer or HIV/AIDS related), genetic characteristics, and physical or mental disability (whether perceived or actual);

- Communication of confidential City information to unauthorized individuals within or outside the City;
- Sending messages with content that conflicts with any City policies, rules or other applicable laws;
- (1) Unauthorized attempts to access City data or systems;
- (m) Theft or unauthorized copying of electronic files or data;
- (n) Initiating or sustaining chain letters, and
- (o) Intentionally misrepresenting one's identity for improper or illegal acts.

Section 23.8 Violations of This Policy

Violations of any provision of this policy may result in disciplinary action up to and including termination of employment.

Section 23.9 VIDEO AND AUDIO SURVEILLANCE POLICY

Section 23.10 Introduction

Through this Policy, the City informs all employes that it maintains cameras with video and audio surveillance capabilities located throughout the City's facilities. This policy aims to ensure the safety and security of our employees, visitors and assets and maintain transparency.

Section 23.11 Purpose

The purpose is to establish clear guidelines and procedures for the use of video and audio surveillance within city-owned facilities. This policy aims to deter and investigate criminal activity, enhance the safety of individuals and property.

- 1. The City may use these cameras for security, investigations, or for any other purpose that would assist the City in performing its duties.
- 2. Cameras may be discreet or obvious. Employees should not assume that there are no cameras if they cannot see one. Employees should assume, for privacy purposes, that there are active cameras in their workplaces.
- The City will NOT install any cameras where the law prohibits it. The City will not install any audio or video recording devices in restrooms, locker rooms, or any other rooms designated for changing clothes, unless authorized by a court order.
- 4. Due to the City's strong security interests, agreement to this Policy is a job requirement for all City employees. By accepting employment with the City, and continuing to be employed, each employee acknowledges that City facilities use video and audio recording devices in accordance with this Policy.

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- 5. Access to surveillance footage should be limited to authorized personnel responsible for security, law enforcement, or administration purposes.
- 6. Personnel responsible for operating surveillance systems should receive appropriate training on the policy guidelines, privacy considerations, and their responsibilities. The retention period for surveillance footage should be determined based on the provisions within the City of Lindsay Records Retention Policy.

Section 23.120

SOCIAL MEDIA POLICY (City Council

Resolution No. 22-48)

Section 23.13 Introduction

This policy establishes guidelines for the establishment and use by the City of Lindsay of social media sites (including but not limited to Facebook and Instagram) as a means of conveying City of Lindsay ("City") information to its citizens.

The intended purpose behind establishing City of Lindsay social media sites is to disseminate information from the City, about the City, to its citizens. The City of Lindsay has an overriding interest in deciding what is "spoken" on behalf of the City on City social media sites.

For purposes of this policy, "social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to, Facebook, Instagram, YouTube, Twitter, LinkedIn, and blogs. For purposes of this policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on a City of Lindsay social media site, either as its own post or attached to another post.

Section 23.14 General Policy

- 2. City social media sites should make clear on their respective profile pages that they are maintained by the City of Lindsay and that they follow the City's Social Media Policy.
- Wherever possible, City social media sites should link back to the official City of Lindsay website for forms, documents, online services and other information necessary to conduct business with the City of Lindsay.
- 4. Designated staff will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of Lindsay.
- 5. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the City Clerk for a reasonable period of time, including the time, date and identity of the poster, when available.
- 6. These guidelines must be displayed to users or made available by hyperlink. The City will approach the use of social media tools as consistently as possible, enterprise wide.

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CITY OF LINDSAY -	- PERSONNEL RULES A	AND REGULATIONS
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- 7. The City of Lindsay's website at-https://www.lindsay.ca.us/ https://www.lindsay.ca.us/will remain the City's primary and predominant internet presence.
- All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
- 9. City social media sites are subject to the California Public Records Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.
- 10. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
- 11. This Social Media Policy may be revised at any time.
- 12. Comments on topics or issues not within the jurisdictional purview of the City of Lindsay may be removed.
- 13. Any posts deemed to be offensive, derogatory, hostile, or anything that is construed as discriminatory on the basis of any protected category, i.e. race, sex, disability, or religion will be removed.
- The City does not endorse any links or advertisements that may show up on its Facebook social media page.

Section 23.15-Comments Policy

By posting or commenting on the City of Lindsay's Facebook page, or other City of Lindsay social ______ media, you agree to the terms of use of the City of Lindsay's social media eomment policy as provided herein.

- 1. As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
- 2. The City of Lindsay Facebook and other social media pages are intended to be "family friendly," so please keep your comments clean by following these simple rules. In addition to keeping it family friendly, we require that you follow our posting guidelines here. Please note that we utilize Facebook's automatic content filtering feature. All City of Lindsay social media content is subject to monitoring.
- The City does not endorse any links or advertisements that may show up on its Facebook social media page.

Section 23.15 Comment Policy

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<u>The City of Lindsay Facebook and other social media pages are intended to be "family friendly,"</u> so please keep your comments clean by following these simple rules. In addition to keeping it family friendly, we require that you follow our posting guidelines here. Please note that we utilize Facebook's automatic content filtering feature. All City of Lindsay social media content is subject to monitoring.

- 4. If you need to contact the Lindsay Police Department, please call their front desk at (559) 562-2511, or if it is an emergency, call 911 and ask for assistance. While comments posted on the City's social media pages are monitored, posting a comment is neither the recommended nor best way to contact the City or Lindsay Police Department.
- 5. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
- 1. All comments posted to any City of Lindsay Facebook site are bound by Facebook's Statement of Rights and Responsibilities and Community Standards, located at www.facebook.com/terms.php, and www.facebook.com/communitystandards, respectfully. The City of Lindsay reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities and/or Community Standards to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

<u>6.</u>

BBy posting or commenting on the City of Lindsay social media platforms you agree to our terms of use. You participate by your own choice, taking personal responsibility for your comments, your username and any information you provide therein.n.

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RULE XXIV

FEDERAL HEALTH CONTINUATION REQUIREMENTS: THE CONSOLIDATED OMNIBUS RECONCILIATION ACTS OF 1985

Section 24.1 Continuation Rights as an Employees

The Employee covered by the City group health plan, has the right to choose Continuation Coverage if the employee losses his/her group health coverage because of a reduction in hours of employment or termination of employment, except for reasons of gross misconduct.

Section 24.2 Continuation Rights as a Spouse

The spouse of an employee covered by a group health plan, has the right to chose Continuation coverage if the employee's group health coverage is lost due to:

- (1) The death of the employee
- (2) Termination of the employee's employment (for reason other than gross misconduct) or reduction in his or her hours of employment;
- (3) Divorce or legal separation; or
- (4) The employee's entitlement to Medicare.

Section 24.3 Continuation Rights as a Dependent Child

A dependent child of an employee covered by a group health plan has the right to Continuation Coverage if the employee's group health coverage is lost due to:

- (1) The death of the employee
- (2) Termination of the employee's employment (reasons other than gross misconduct) or reduction in his or her hours of employment;
- (3) Divorce or legal separation;
- (4) The employee's entitlement to Medicare; or
- (5) The dependent ceasing to be dependent child as defined under this group health plan.

Section 24.4 Notice Requirements

The law requires that the employee or family member inform the Plan Administrator, within 60 days, of a divorce, legal separation or when a child is no longer a dependent as defined under group health plan. If the Plan Administrator is someone other than the employer, then the employer has the responsibility to notify the Plan Administrator, within 30 days, in the case of employee's death, termination of employment, reduction in hours or Medicare entitlement. When the Plan administrator is notified that one of these events has happened, the Plan Administrator will in turn notify the employee within 14 days, that he/she has the right to choose Continuation Coverage. The employee then has 60 days from the date they would lose coverage or the date of the notice, whichever is greater, to elect Continuation Coverage.

Each person who loses group health coverage has a separated right to make an election. If Continuation Coverage is not elected, group health coverage may end.

Section 24.5 Premium Payment

A person electing Continuation Coverage may be responsible for the payment for the continued coverage. In most cases the maximum amount that may be charged for Continuation Coverage is 102% of the applicable group premium.

The first premium for Continuation Coverage is due by the 45^{th} day following the date the person elects Continuation Coverage.

The employee has the right to make all future premium payments on a monthly basis. However, annual, semi annual or quarterly payments may also be made if the employee and employer so agree. A grace period of 30 days (or one equal in length to the employer grace period, if longer) will be allowed for late payment of any monthly premium.

Failure to pay the premium by the end of the grace period may cause termination of Continuation Coverage.

Section 24.6 Length of Continuation Coverage

The maximum length for Continuation Coverage is 18 months when the cause for loss of coverage is termination of employment or reduction in the hours of the employee. In all other cases, the Continuation Coverage period 36 months. Continuation Coverage, however, may terminate before the end of the 18 or 36 month period when:

- The former employer no longer provides group health coverage to any of its employees:
- (2) The premium for Continuation Coverage is not paid by the end of the grace period;
- (3) The employee becomes covered under another employer sponsored health plan, except when the new plan has a pre existing condition provision; or
- (4) The employee becomes entitled to Medicare.

When Continuation Coverage terminates, the employee will be allowed to convert to an individual health conversion policy, if a health conversion privilege is available to similarly situated active employees.

Section 24.7 Extension of Continuation Coverage

If the employee and his/her spouse or dependent children have elected Continuation Coverage for 18 months due to termination of employment or reduction in hours and before the end of the 18 month period:

- (1) The employee dies
- (2) The employee divorces or becomes legally separated; or
- (3) The employee becomes entitled to Medicare,

The spouse and dependent children may extend Continuation Coverage. Additionally, during the 18 month period, if a child loses dependent status, the child may also extend Continuation Coverage.

In these instances, Continuation Coverage will extended up to 36 months from the date coverage was originally lost, subject to payment of up to 102% of the applicable group premium.

Section 24.8 Pre-existing Medical Conditions

If the employee's Continuation Coverage terminates because the employee became covered under another employer sponsored health plan and that plan limits or reduces the employee's coverage due to a pre-existing medical condition, the employee may maintain Continuation Coverage for the balance of the applicable 18 0r 36 months period.

Continuation Coverage will then pay benefits for the pre-existing medical condition without regard to any other group health coverage. All other benefits will be coordinated with the new group health plan so that no more than 100% of allowable expenses under both group health plans will be payable.

Section 24.9 Social Security Disability

If the employee, his/her spouse or dependent child are disabled at the time of termination in employment or reduction in hours, the disabled person may be entitled to 29 months of Continuation Coverage instead of 18 months.

To qualify for this extension, he or she must apply for disability status under the Social Security Act and notify the Plan Administrator when a determination of disability is made. This notice must be provided to the Plan Administrator within 60 days after the date of determination and prior to the end of the 18- month continuation period. The disabled person must also notify the Plan Administrator within 30 days of the date the Social Security Administration determines that he or she is no longer disabled. This extended Continuation Coverage will then terminate on the first day of the month, which begins after the 30 days of the date of final determination by Social Security.

The first 18 months of Continuation Coverage may require payment of up to 102% of the applicable group premium. The next 11 months may require payment of up to 150% of the applicable group premium.

Section 24.10 State Continuation Rights

Several, but not all states, have continuation options from which the employee may choose as alternatives to Continuation Coverage. If the group health plan requires the employer to offer a state continuation option, there should be an explanation in the employee's group health booklet. The employee may elect either the State Continuation or Continuation Coverage but the employee cannot elect both.

This policy is intended to provide the employee with a brief explanation of COBRA. It is not intended to provide the employee with legal advice.

Any notice of change of address, change of martial status, or children's status should be sent to the employer at:

City of Lindsay 251 E. Honolulu P.O. Box 369 Lindsay, CA 93247



STAFF REPORT

TO: Lindsay City Council FROM: Araceli Mejia, Assistant City Planner **DEPARTMENT:** City Services & Planning ITEM NO.: 8.5 MEETING DATE: October 10, 2023

ACTION & RECOMMENDATION

Second Reading of Ordinance No. 611, An Ordinance of the City Council of the City of Lindsay Amending Chapter 18.14 Home Occupations; Temporary Subdivision Signs And Sales Offices; Mobile Parks; Signs And Outdoor Advertising Structures; Manufactured And Second House Units of Title Eighteen (18) Zoning of the Lindsay Municipal Code, and Authorization to Waive Full Reading of Said Ordinance and Authorize Reading by Title Only.

City Staff recommends that the City Council approve the second reading of Ordinance No. 611 to update the existing code to provide up-to-date and applicable regulation language to the Sign Permit process.

BACKGROUND | ANALYSIS

The City of Lindsay ("City") Municipal Code Title 18.14 provides provisions for signs to be installed either permanently or temporarily for the purpose of advertising. Said Title also provides regulations for the installation of art murals. Ordinance No. 611 (attached to this report) proposes amendments to the current provisions within Title 18.14 of the Municipal Code to provide up-to-date and applicable regulation language to the application and process for requesting a Sign Permit.

It is the City's goal to work closely with applicants to understand the needs of each Sign Permit application and provide applicants with the necessary guidelines and information for the Sign Permit process. At the request of the City Council, a Sign Ordinance Ad-Hoc Committee was established to provide imput and direction of amendments to the current Sign Ordinance provisions. Therefore, City Staff has been directed to amend the existing provisions of Title 18.14 and to amend Sign Permit fees set via City Council Resolution.

The most prominent recommended amendments are summarized below. A comprehensive redline copy of Ordinance No. 611 is attached to this report.

18.14.240 Temporary Sign Standards

C. Temporary building signs shall be removed after a period of 90 days. After removal, no temporary building sign may be placed on the site for a period of 365 days.

D. Banners shall not be used as permanent signs for more than 90 days.

E. Banners and feather banners shall be constructed of durable, weather-resistant materials no subject to rapid deterioration or fading and shall be professional in appearance. Acceptable materials include but are not limited to vinyl, nylon, reinforced vinyl, polyethylene or polyester-like materials, or durable fabric. Only one banner is permitted per business or establishment.H. New businesses may apply for one temporary sign permit, free of charge, within their first year of business. The permit fee waiver will only be applicable for one sign.

18.14.250 Size of Signs on Windows

Window signs shall not be counted toward the maximum allowable sign area. Signs affixed on windows may cover up to 100% of each window provided they meet the following standards:

- A. No handwritten signs shall be displayed.
- B. No newspaper, magazine paper, or any non-durable material that may be subject to rapid deterioration.
- C. Signs shall be maintained to appear presentable and professional. Smoke shops, cannabis retail, and establishments that sell liquor shall follow the mandated regulations provided by California State law for window visibility and general advertisement.

18.14.320 Wall Mural Placement and Design Criteria

A. "Wall mural" or "mural" means an art form consisting of paint applied to a wall surface. Wall murals must fit thematically into the City of Lindsay either historically, culturally, or through depictions of local scenery. A wall mural is to be public art, not for the purpose of identifying, advertising, or drawing attention to a particular business, service, or economic activity.
B. Words and/or images that identify or reflect a business, product, and/or services or economic

activity may only be incorporated within the mural by order of a variance.

C. A business and/or entity that sponsors an artist or mural painting may only include their logo on the corner of the mural by order of a variance. The logo shall only occupy a percentage (%) of the entire wall to be established by order of the City Council.

Pursuant to Section C listed above, the logo percentage options suggested by City Staff are as follows: 3%, 7%, or 10%. Staff asks that the City Council consider set recommendation and select the percentage option that they feel is most appropriate.

18.14.380 Other Signs and Advertising Structures

Any and all other signs and advertising structures not included in this ordinance shall be submitted for review to City Services and must obtain final approval by City Council.

Pursuant to California State Law, public notice was provided at least ten (10) days in advance of the first reading of the Ordinance via publication of a newspaper of general circulation in the City.

A first reading of Ordinance No. 611 was held and approved on September 26, 2023. Should the City Council approve the second reading of Ordinance No. 611, then the Ordinance would be considered approved and adopted and take effect 30 days post adoption.

FISCAL IMPACT

No fiscal impact associated with this action.

ATTACHMENTS

- Proof of Published Public Hearing Notice for Ordinance No. 611
- Ordinance No. 611 Redline Copy

In the Superior Court of the State of California

PUBLIC NOTICE CITY OF LINDSAY PUBLIC HEARING NOTICE

Date:Tuesday, September 26, 2023 Time:6:00 PM or as soon thereafter Location: Council Chambers City Hall 251 East Honolulu Street, Lindsay, CA 93247

NOTICE IS HEREBY GIVEN that the City Council of the City of Lindsay, California; will hold a public hearing on Tuesday, September 26, 2023, beginning at 6:00 PM (or as soon thereafter as the matter can be heard) to solicit public comments relating to the foilowing matter:

FIRST READING OF OR-DINANCE NO. 611, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING TITLE 18 (EIGHTEEN) OF THE LINDSAY MUNICIPAL CODE IN REGARD TO TEMPORARY SUBDIVISION SIGNS AND SALES OFFICES; MOBILE PARKS; SIGNS AND OUTDOOR ADVERTISING STRUCUTRES; MANUFAC-TURED AND SECOND HOUSE UNITS

FURTHER information on this matter and the full text of the proposed documents may be obtained from the City Clerk at 251 East Honolulu Street, Lindsay, CA 93247 during normal business hours 9:00AM-5:00PM Monday through Friday. ALL INTERESTED PARTIES are encouraged to attend said PUBLIC HEARING to ask questions, express opinions and/or submit evidence for or against the matter. Written comments should be submitted via mail to the City Clerk at P.O. Box 369, Lindsay, CA 93247, or in person at 251 East Honolulu Street, Lindsay, CA 93247, or via email to lindsaycityclerk@lindsay.ca.us at least 24 hours prior to the scheduled public hearing. BY ORDER OF THE CITY COUNCIL OF THE CITY OF LINDSAY Dated: September 13, 202**3** Sept. 16, 1-T #247123

State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, Sept 16, 2023 and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra there of). I declare under penalty of perjury that the forgoing is true and correct. Executed Sept. 16, 2023 at Porterville, California.



Declarant TERESA JASSO

ORDINANCE NO. 611

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING TITLE(S) <u>18</u>[INSERT TITLE NAME(S)]AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LINDSAY AMENDING CHAPTER 18.14 <u>HOME</u> OCCUPATIONS; TEMPORARY SUBDIVISION SIGNS AND SALES OFFICES; MOBILE PARKS; SIGNS AND OUTDOOR ADVERTISING STRUCTURES; MANUFACTURED AND SECOND HOUSE UNITS OF TITLE EIGHTEEN (18) ZONING OF THE LINDSAY MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE. The provisions of this ordinance are intended to amend the Lindsay Municipal Code to <u>modernize the provisioning of signs within the jurisdiction</u> of the City of Lindsay. The City of Lindsay understands and values economic activity and sets forth these regulations to simultaneously uphold the City's aesthetic integrity. [INSERT LANGUAGE].

Section 2. CODE AMENDMENT. Lindsay Municipal Code Title(s) <u>18 [INSERT CODE</u> <u>TITLE(S)] is</u>are hereby amended to read in their entirety as follows:

18.14.110 Purpose. Applicability and severability. 18.14.120 18.14.130 No discrimination against noncommercial speech. 18.14.140 Exempt signs. 18.14.150 **Prohibited signs.** 18.14.160 Permits required. 18.14.170 Rules for sign measurement. Sign regulations on developed sites by zone district. 18.14.180 18.14.190 Sign regulations on undeveloped or developing sites. 18.14.200 Offsite temporary signs for residential subdivisions. 18.14.210 Flags and flagpoles. 18.14.220 Search lights and klieg lights. 18.14.230 Signs in public rights-of-way. Temporary sign standards. 18.14.240 18.14.250 Size of signs on windows.

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18.14.260	Signs with non-electronic changeable copy.
18.14.270	Signs with electronic changeable copy.
18.14.280	Illumination of signs.
18.14.290	Concealed electrical systems.
18.14.300	Master sign program.
18.14.310	Variances and minor deviations.
18.14.320	Wall mural placement and design criteria.
18.14.330	Nonconforming signs.
18.14.340	Maintenance of signs.
18.14.350	Hazardous signs.
18.14.360	Abandoned or obsolete signs.
18.14.370	Illegal signs.
18.14.380	Enforcement.
18.14.390	Definitions.

18.14.110 Purpose.

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A. The purpose of this chapter is to regulate signs as an information system that preserves and enhances the aesthetic character and environmental values of the City of Lindsay. Specifically, these regulations are intended to implement the General Plan and to:

1. Provide minimum standards to safeguard life, health, property, public welfare, and traffic safety by controlling the design, quality of materials, construction, illumination, size, location, and maintenance of signs and sign structures;

2. Preserve and enhance the visual attractiveness of the city;

3. Protect and enhance property values and community appearance by encouraging signs that are compatible with the architectural style, character, and scale of the building to which they relate and with adjacent buildings and businesses;

4. Restrict signs that may create visual clutter or a nuisance to nearby properties, violate privacy, create hazards or unreasonable distractions for pedestrians and drivers, or interfere with vehicular ingress and egress;

5. Provide adequate opportunity for the exercise of the free speech by display of a message or image on a sign, while balancing that opportunity with other community and public interests;

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6. Ensure that commercial signs are accessory or auxiliary to a principal business or establishment on the same premises, rather than functioning as general advertising for hire.

B. It is the City's policy to regulate signs in a constitutional manner that is content neutral as to noncommercial messages which are within the protections of the First Amendment to the U.S. Constitution and the corollary provisions of the California Constitution.

18.14.120 Applicability and severability.

This chapter regulates signs that are located or mounted on private property within the jurisdictional boundaries of Lindsay. The provisions in this Chapter apply in all Zoning Districts within the city. No sign within the regulatory scope of this Chapter shall be erected or maintained anywhere in the city except in conformance with this Chapter. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this chapter is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the chapter.

18.14.130 No discrimination against noncommercial speech.

Subject to the property owner's consent, a noncommercial message of any type may be substituted, in whole or in part, for any commercial message or any other noncommercial message provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this title. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel, nor does it affect the requirement that a sign structure or mounting device be properly permitted.

18.14.140 Exempt signs.

A. The following signs are exempt from the permit requirements of this chapter and do not count toward the total sign area limit for a site, if they conform to applicable standards:

1. One nameplate per residence or business premises, not exceeding two (2) square feet in area, identifying the owner, address and/or business hours of the property.

2. Barber poles, not exceeding 18 inches in height, located in a non-residential zone district and containing no lettering.

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3. Signs on vehicles, provided that the message pertains to the establishment of which the vehicle is an instrument or tool, and the sign does not utilize changeable copy or special illumination.

4. Holiday and cultural observance decorations on private property that do not include commercial advertising. This exemption includes strings of lights associated with a holiday decoration.

5. Official notices issued by a court or public agency and posted in the performance of a public duty; notices posted by a utility or other quasi-public agency; signs erected by a governmental agency to direct or regulate pedestrian or vehicular traffic; noncommercial bus stop signs erected by a public transit agency, or other signs required or authorized by law. This exemption also covers signs and banners for special civic events erected by the City, which may be displayed in public rights-of-way.

6. Signs that are located entirely within a building or enclosed structure and are not visible from the public right-of-way.

7. Signs located on a private area of a lot that is not accessible by the general public, such as a backyard, and are not visible from the public right-of-way.

8. Signs and menu display boards fixed to mobile vending carts, up to a maximum of eight (8) square feet of sign area, plus a menu display board.

9. Signs that are part of a vending machine, gas pump, or similar device.

10. Signs mounted on carrier vehicles such as buses, taxicabs, and limousines that legally pass through the city.

11. Window signs that conform to the standards of Chapter 18.14.

B. Exempt signs that have electrical connections or engineered supports shall obtain the appropriate building permit, as required by the California Building Code.

18.14.150 Prohibited signs.

A. The following signs shall be prohibited in all zones:

1. Signs that it could reasonably be perceived to interfere with, or be confused with any official traffic control device, traffic signal, or official directional guide sign.

2. Signs placed within 30 feet of the intersecting curb lines of a street, except for signs erected by a governmental agency to direct or regulate pedestrian or vehicular traffic.

3. Signs so located as to prevent free ingress and egress from any door or fire escape.

4. Signs extending above or beyond the face of the building, the fascia of the roof, the peak of a pitched roof, or the parapet line of a flat roof.

5. Glaring, flashing, sparkling, glittering, twinkling, strobing, or shimmering signs.

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6. Signs with open letters that can be viewed from the reverse side.

7. Streamers, mylar balloons, and blimps secured with a rope or string, unless specifically permitted with a temporary use permit.

8. Signs located, placed, or erected in or upon any public right-of-way, except as specifically allowed by this chapter.

9. Signs located, placed or attached upon any tree, utility pole, or fence, except as specifically allowed by this chapter.

10. Signs placed on private property without permission of the property owner.

11. Nonconforming signs and sign structures associated with an activity, business, product, or service that has not been sold, produced, provided, or conducted on the premises for a period of 90 days.

12. Signs that revolve or are animated, except public service signs, such as time and temperature units and barber poles.

13. Signs containing statements, words, symbols, or characters of an obscene nature.

14. Signs emitting sound.

15. Murals that contain commercial speech or logos.

16. Signs located within five (5) feet of a fire hydrant, street sign, or traffic signal.

17. Signs on gas pump canopies facing residential zone districts shall not be illuminated.

18.14.160 Permits required.

A. No permanent sign shall be erected, altered, reconstructed, or relocated without a sign permit unless the sign is specifically exempted from the permit requirements. A permit is not required for ordinary maintenance and repairs to signs and for temporary signs on private property that conform to the standards of this chapter. The City Manager, or designee will review all applications for sign permits for consistency with this chapter.

B. Signs that have electrical connections or engineered supports shall obtain the appropriate building permit, as required by the California Building Code.

C. Signs that project over or extend into a public street or sidewalk shall also require approval of an encroachment permit by the City Engineer pursuant to the provisions of Title 12 of the Municipal Code.

D. Consent of the property owner and business owner is required before any sign permit may be approved.

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18.14.170 Rules for sign measurement.

A. For the purposes of this chapter, lot frontage shall be calculated as follows:

1. If a lot fronts on two streets, both frontages may be used to determine the allowable sign area.

2. If a lot fronts on three or more streets, the length of only two contiguous sides shall be added together to determine allowable sign area.

B. The building frontage shall be the building facade in which main customer access is provided to the establishment. A building's frontage is considered continuous if projections or recesses in the building facade do not exceed 15 feet in any direction. For buildings with two or more frontages, the length of the wall and allowable sign area shall be calculated separately for each building frontage.

C. The area of an individual sign shall be calculated as follows.

1. Sign area shall include the entire area within a single continuous perimeter composed of squares or rectangles that enclose the extreme limits of all sign elements, including, but not limited to, sign structures or borders, written copy, logos, symbols, illustrations, and color. Supporting structures such as sign bases and columns are not included in sign area if they contain no lettering or graphics.

2. Where two faces of a double-faced sign are located two (2) feet or less from one another at all points or located at an interior angle of 45 degrees or less from one another, the sign area shall be calculated as the area of one (1) face. Where the two (2) faces are not equal in size, the larger sign face shall be used. Where two (2) faces of a double-faced sign are located more than two (2) feet or 45 degrees from one another, both sign faces shall be counted toward sign area.

3. On a three-faced sign, where at least one interior angle is 45 degrees or less, the sign area shall be calculated as the sum of the largest and the smallest face. In all other situations involving a sign with three or more sides, sign area shall be calculated as the sum of all faces.

4. Three-Dimensional Signs. The size of signs that consist of, or have attached to them, one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), shall be calculated as the sum of the square footage of the two adjacent sides of the smallest theoretical cube that would encompass the sign.

D. The height of a sign shall be calculated as follows.

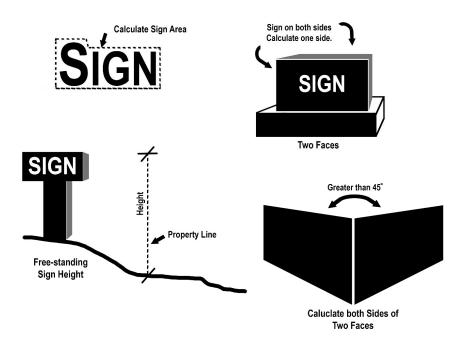
1. The height of a sign that is not a freestanding sign shall be the vertical distance measured from the ground level directly beneath the sign to the highest point at the top of the sign, including any structural or architectural components of the sign.

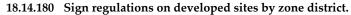
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2. The height of a freestanding sign shall be measured as the vertical distance from grade at the edge of the right-of-way along which a freestanding sign is placed to the highest point of the freestanding sign, including any structural or architectural components of the sign. When the grade at the edge of the right-of-way is higher than the site on which the sign is placed, that portion of the sign below the grade at the edge of the right-of-way shall not be included in determining the freestanding sign's overall height. Freestanding signs oriented towards a freeway shall be measured from the site's finished grade or pad, whichever is lower.

E. Sign clearance shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments.

F. For the purpose of determining the allowed number and size of signs, an integrated shopping center shall be considered as one site.





For the purpose of this section, signs are grouped into four types: building signs, freestanding signs, temporary building signs, and temporary freestanding signs.

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This section establishes standards for the number of signs, size of signs, placement of signs, and illumination of signs for developed sites based on the zone district in which the signs are located. Table 18.14.180(A) establishes specific regulations by zone district for building signs, and freestanding signs. Table 18.14.080(B) establishes specific regulations by zone district for temporary building signs and temporary freestanding signs. Signs shall not be placed on private property except in conformance with Table 18.14.180(A) and Table 18.14.180(B).

Number and Size of Permanent Signs by Zone					
Zone District	Permanent Building Signs	Permanent Freestanding Signs			
R-A, R, and RM districts with 4 or less residences per site	1 sign per residence maximum. 4 sq.ft. maximum size per sign. Placement a maximum 8 feet high. External illumination only.	None allowed.			
R-A, R, and RM districts with 5 or more residences per site or with non-residential uses on site	 sign per street frontage maximum. sq.ft. maximum size per sign. Placement a minimum 5 feet below roofline. External illumination only. 	 sign per frontage maximum. sq.ft. maximum size. feet high maximum. External illumination only. 			

Table 18.14.180(A)

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Number and Size of Permanent Signs by Zone						
Zone District	Permanent Building Signs	Permanent Freestanding Signs				
PO districts	2 sq.ft. per 1 lineal foot of building frontage up to 60 sq.ft. on primary frontage. 1 sq.ft. per 1 lineal foot up to 30 sq.ft. on secondary frontage.	1 monument sign per street frontage: Less than 50 feet of frontage: 20 sq.ft., 6 feet high maximum 50-150 feet of street frontage: 36 sq.ft., 6 feet high maximum 150-300 feet of street frontage: 64 sq.ft., 8 feet high maximum 5-foot minimum setback from property line				
CN, CS, and CH districts	Number of signs per business establishment limited to 6. Allowed square footage per building frontage is cumulative. Primary building frontage: 2 sq.ft. per 1 lineal foot up to a maximum 350 sq.ft. along primary frontage. 50 sq.ft. allowed regardless of frontage length. Secondary building frontage: 1 sq.ft. per lineal foot up to a maximum 200 sq.ft. per secondary frontage. 35 sq.ft. allowed regardless of frontage length.	 sign per establishment maximum. sq.ft. maximum sign face size. feet high maximum if set back 10 feet of more from property line. feet high maximum if set back 5 to 10 feet from property line. Sites with an integrated shopping center: 1 additional freestanding sign up to 200 sq.ft. Maximum height not greater than the average height of the buildings. foot setback minimum from front lot line foot setback minimum from side or rear line 				

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	Number and Size of Permanent Signs by Zone						
Zone District	Permanent Building Signs	Permanent Freestanding Signs					
CC districts	2 sq.ft. per 1 lineal foot of building frontage up to 60 sq.ft. on primary frontage. 1 sq.ft. per 1 lineal foot up to 30 sq.ft. on secondary frontage.	Shopping centers only: 1 freestanding sign per frontage based on the following: Less than 50 feet of frontage: 20 sq.ft., 10 feet high maximum 50-150 feet of street frontage: 40 sq.ft., 15 feet high maximum 150-300 feet of street frontage: 65 sq.ft., 20 feet high maximum 5-foot setback minimum from property line					
I district	No limit to number of signs per business establishment. 1 sq.ft. per lineal foot of property line adjoining a street, or 100 sq.ft. per acre of site area in use, whichever is greater, to a maximum of 600 sq. ft. of sign face.	 sign per frontage maximum. sq.ft. maximum sign face size. feet high maximum. foot setback from front lot line 15-foot setback from side lot line 					
RCO district	1 sign per street frontage maximum. 30 sq.ft. maximum size per sign. External illumination only.	1 sign per site maximum. 20 sq.ft. maximum size. 6 feet high maximum. External illumination only. 5-foot setback from all lot lines.					

Table 18.14.180(B)

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	Number and Size of Temporary Signs by Zone						
Zone District	Temporary Building Signs	Temporary Freestanding Signs					
R-A, R, and RM districts with 4 or less residences per site	1 sign per site 12 sq.ft. maximum per sign. Placement a maximum 15 feet high. No illumination.	Up to 4 per site maximum. 32 cumulative sq.ft. maximum sign size. First sign maximum 5 feet high, all other signs maximum 3 feet high. No illumination.					
R-A, R, and RM districts1 sign per street frontage.RM districts32 sq.ft. maximum size per sign.with 5 or more residences per site or with non-residential uses on sitePlacement a minimum 3 feet below roofline.No illumination.		Up to 4 per site maximum. 32 cumulative sq.ft. maximum sign size. First sign maximum 5 feet high, all other signs maximum 3 feet high. No illumination.					
PO district	1 sign per establishment. 10 sq.ft. plus an additional 1 sq.ft. per 2 lineal feet of primary building frontage maximum size. Placement a minimum 3 feet below roofline. No illumination.	 sign per site, plus 1 additional sign for every 300 lineal feet of street frontage, rounded down to the nearest whole number. sq.ft. maximum sign size. feet high maximum. No illumination. 					
CN district	1 sign per establishment. 10 sq.ft. plus an additional 1 sq.ft. per 2 lineal feet of primary building frontage maximum size. Placement a minimum 3 feet below roofline. No illumination.	1 sign per site, plus 1 additional sign for every 300 lineal feet of street frontage, rounded down to the nearest whole number. One half of signs, 32 sq.ft. maximum sign size. Other half of signs, 16 sq.ft. maximum sign size. 6 feet high maximum. No illumination.					

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	Number and Size of Temporary Signs by Zone					
Zone District	Temporary Building Signs	Temporary Freestanding Signs				
CC, CS, and CH districts	1 sign per establishment. 10 sq.ft. per establishment, plus an additional 1 sq.ft. per 2 lineal feet of primary building frontage maximum size. No illumination.	 sign per site. sq.ft. maximum sign size. If placed on sidewalk the sign shall allow for a minimum 4-foot wide path of travel. No illumination. Freestanding banners are not allowed. 				
I district	1 sign per street frontage. 32 sq.ft. maximum size per sign. Placement a minimum 3 feet below roofline. No illumination.	Up to 4 per site maximum. 32 cumulative sq.ft. maximum sign size. First sign maximum 5 feet high, all other signs maximum 2 feet high. No illumination.				
RCO district	None allowed.	Up to 4 per site maximum. 32 cumulative sq.ft. maximum sign size. No illumination.				

18.14.190 Sign regulations on undeveloped or developing sites.

A. Undeveloped sites shall be allowed a maximum one temporary freestanding sign of a maximum size of 32 square feet. Illumination of the sign is prohibited. The maximum height shall be 10 feet.

B. Developing sites, i.e. construction sites, shall be allowed a maximum two temporary freestanding signs of a maximum size of 32 square feet each. Illumination is prohibited. Temporary signs that are not visible from any public right-of-way shall not be counted in the maximum number or size of signs. The maximum height shall be 10 feet

C. Developing residential subdivision sites where ten (10) or more new residences will be offered for sale shall be allowed one temporary sign of a maximum size of 32 square

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feet. Illumination of the sign is prohibited. The sign may be mounted on a building or may be a freestanding temporary sign of a maximum height of 12 feet. Additional temporary signs, temporary freestanding signs, and flags may be maintained within the boundaries of a residential subdivision if they are not visible from outside the residential subdivision.

18.14.200 Offsite temporary signs for residential subdivisions.

A. Residential subdivision sites where ten (10) or more new residences are offered for sale shall be allowed up to four (4) offsite temporary freestanding signs with a size not to exceed 32 square feet and a height not to exceed eight (8) feet per residential subdivision. Signs shall be located on private, non-residential zoned parcels, or on private, residential zoned parcels that are unoccupied, vacant and otherwise free from any structures or buildings. Signs shall not be made or constructed from cloth, bunting, plastic, paper or similar material. Banners and flags with or without an advertising message shall not be permitted offsite.

B. In addition to any sign permitted pursuant to Subsection A. above, up to four (4) nonilluminated offsite temporary freestanding signs in an A-frame configuration, with a size not to exceed 12 square feet per face or four (4) feet in height, may be permitted per residential subdivision. A-frame signs shall be located on private, non-residential property or on public property behind any existing sidewalks, and in such a manner to not to create a safety hazard by obstructing the clear view of, or otherwise hinder or impede, pedestrian and vehicular traffic. A-frame signs may only be displayed during the operating hours for the residential subdivision sales office and shall be located no further than 1,500 feet from the subject residential subdivision entry.

18.14.210 Flags and flagpoles.

A. Flags on flagpoles shall not count toward the maximum sign area.

B. Flagpoles shall not be located within any required side or rear building setback areas. Flagpoles may be mounted on the ground or on the roof or wall of a building.

C. The maximum height of a flagpole shall be as follows:

1. Flagpoles located in the C or I zones shall have a maximum height of 50 feet or a maximum height equal to twice the distance from the base of the pole to the closest lot line, to a maximum of 100 feet, whichever is greater.

2. Flagpoles located in the R-A, R, or RM zones shall have a maximum height of 30 feet.

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18.14.220 Search lights and klieg lights.

Search lights and klieg lights are prohibited, except when used for public safety purposes or when specifically approved with a temporary use permit for a special event.

18.14.230 Signs in public rights-of-way.

The following signs are allowed in the public right-of-way:

A. Building signs in the CC zone that project into the public right-of-way, provided that the projecting width of the projecting sign is a maximum of three (3) feet, and that the bottom of the sign is seven (7) feet above the finished grade.

B. Building signs located on or under awnings in the CC zone that meet the provisions of this chapter.

C. Temporary freestanding signs placed on the sidewalk in the CC zone that meet the provisions of this chapter and when a minimum 4-foot wide clear path of travel is provided.

D. Signs placed by a public agency for a public purpose, such as traffic signs.

E. Signs specifically authorized by the City Manager or the City Services Director that do not negatively impact public health or safety.

F. Temporary non-commercial signs that are placed at locations pre-specified by City Council with the size of sign, sign materials, and dates/times of posting approved by the City Manager.

G. Temporary freestanding signs not larger than 8 square feet when approved along with a temporary use permit.

18.14.240 Temporary sign standards.

A. Temporary signs shall require a temporary sign permit.

- B. Temporary freestanding signs in non-residential zones shall not be located:
- 1. In any public right-of-way, except as provided in Section 18.14.130;
- 2. In parking lot driving lanes, aisles or spaces;

3. On multi-use trails or sidewalks if they would block a four-foot wide pedestrian path of travel;

- 4. At any location where they would block pedestrian access;
- 5. Within one 100 feet on either side, or in front of a permanent freestanding sign;
- 6. Within 20 feet from any other temporary freestanding sign; or

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7. Within 30 feet from a drive approach (driveway entrance) or intersection of two streets.

C. Temporary building signs shall be removed after a period of $\frac{9030}{20}$ days. After removal, no temporary building sign may be placed on the site for a period of $\frac{30}{200}$ days. $\frac{300}{200}$ days.

D. Banners shall not be used as permanent signs for more than <u>9060</u> days.

E. Banners and feather banners shall be constructed of durable, weather-resistant materials not subject to rapid deterioration or fading and shall be professional in appearance. Acceptable materials include but are not limited to vinyl, nylon, reinforced vinyl, polyethylene or polyester-like materials, or durable fabric. <u>Only one banner is permitted per business or establishment.</u>

F. Temporary freestanding signs shall be affixed to supporting structures made of a durable, rigid material such as, wood, plastic or metal. Freestanding signs placed on hard surfaces in conformance with this chapter are exempt from this subsection if they have a weight and mass that makes them not inadvertently movable and they do not block a four-foot wide pedestrian path of travel.

G. Temporary signs in addition to those allowed in Section 18.14.180 may be conditionally allowed as part of a permit issued for a temporary use.

H. New businesses may apply for one temporary sign permit, free of charge, within their first year of business. The permit fee waiver will only apply for one sign.

18.14.250 Size of signs on windows.

Signs affixed to windows shall not cover more than 20% of each window. They shall not be counted toward the maximum allowable sign size.

A. _Window signs shall not be counted toward the maximum allowable sign area. Signs * _ affixed to windows may cover up to 100% of each window provided they meet the following standards:

- A. No handwritten signs shall be displayed.
- <u>B.</u> No newspaper, magazine paper, or any non-durable materials that may be subject to rapid deterioration.
- C. Signs shall be maintained to appear presentable and professional.

Smoke shops, cannabis retail, and establishments that sell liquor shall follow the mandated regulations provided by State law for window visibility and general advertisement.

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18.14.260 Signs with non-electronic changeable copy.

Non-electronic changeable copy shall represent no more than 20% of the total allowable sign area. Changeable copy shall not be changed more than once every 24 hours. **18.14.270** Signs with electronic changeable copy.

A. Electronic copy that will change more than once per day is allowed as a display medium on freestanding signs in the commercial zone districts upon issuance of a Conditional Use Permit, issued pursuant to Chapter 18.17.

B. Signs with electronic changeable copy shall meet the following standards:

1. The electronic sign face shall be directed in a manner that is not visible from the front or side of residential properties located in a residential zone district.

2. The electronic sign face shall be an integral part of the remainder of the sign area.

3. Electronic copy shall be limited to no more than 30 lumens output, measured at ten (10) feet from the sign face.

4. No portion of the electronic sign face shall change more frequently than once every six (6) seconds.

5. The electronic sign shall not emit any audible sound, buzz, or noise.

6. The electronic sign shall be operative only during the hours of operation of the associated business establishment.

7. Sign copy or electronic picture displays shall be limited to commercial advertising related to the use(s) on the premises on which the freestanding sign is located, except for message substitution, as allowed in Section 18.14.130.

8. No change of lighting intensity may occur during a display or between displays except to respond to a change in ambient lighting conditions.

18.14.280 Illumination of signs.

The illumination of signs, from either an internal or external source, must be designed to avoid negative impacts on surrounding rights-of-way and properties. The following standards apply to all illuminated signs:

A. Sign lighting shall not be of an intensity or brightness that will create a nuisance for residential uses in a direct line of sight to the sign. Illuminated signs located adjacent to any residential area shall be controlled by a rheostat or other acceptable method to reduce glare.

B. Internally illuminated signs shall be designed with an opaque, semi-opaque, or matte finish background on the sign face.

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C. Light sources for externally illuminated signs shall meet the following standards:

1. Light sources shall be so arranged and maintained so that the light source is not directly visible from a public right-of-way or adjacent property.

2. Light sources shall be fully shielded to minimize undesirable light into the night sky.

3. Metal halide and fluorescent light sources shall be filtered. Most glass, acrylic, or translucent enclosures satisfy these filter requirements.

4. Mercury vapor light sources shall be prohibited.

18.14.290 Concealed electrical systems.

External conduits, boxes, and other connections related to the function of a sign and associated lighting shall not be exposed.

18.14.300 Master sign program.

A. The purpose of the master sign program provisions is to provide a coordinated and flexible design approach to signage for Lindsay's commercial shopping districts, industrial districts, and office parks. A master sign program is required for any site that contains more than three (3) commercial establishments

B. A master sign program shall be reviewed by the City Manager or designee as an administrative use permit. The City Council shall approve a master sign program when it is proposed with a development project that requires a conditional use permit.

C. A master sign program shall not be used to grant a special privilege nor provide more visibility or exposure than is available to similarly situated properties.

D. Master sign programs shall feature a unified and coordinated approach to the materials, color, size, type, placement, and general design of signs proposed for a project or property.

E. Reasonable conditions of approval may be imposed to achieve the purposes of this section and ensure internal sign design consistency on the site.

F. After approval of a master sign program, no sign shall be erected, placed, or maintained, except in conformance with such program, and such program shall be enforced in the same way as any provision in this section.

G. The master sign program and all conditions of approval shall be attached to the lease agreements for all leasable space subject to the master sign program.

H. Approval of a master sign program does not waive the permit requirements for individual signs that are subject to the program.

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I. The City Manager or designee may approve minor amendments to a master sign program that are in substantial conformance with the original approval. All other amendments, including amendments to conditions of approval, shall be processed as a new application. Proposed amendments shall include written concurrence by the property owner.

18.14.310 Variances and administrative adjustments.

A variance or an administrative adjustment to the standards in this chapter may be granted in accordance with Chapter 18.21.

18.14.320 Wall mural placement and design criteria.

A. "Wall mural" or "mural" means an art form consisting of paint applied to a wall surface<u>-depicting a scene</u>, personal experience, or observation. <u>Wall murals must fit</u> thematically into the City of Lindsay either historically, culturally, or through <u>depictions of local scenery</u>. A wall mural is to be public art, not for the purpose of identifying, advertising, or drawing attention to a particular business, service, or economic activity.

B. Words and/or images <u>that reflect business</u>, <u>product</u>, <u>and/or services or economic</u> <u>activity</u> may <u>only not</u> be incorporated within the <u>mural which identifies or reflects the</u> <u>business</u>, <u>products</u>, <u>and/or services provided by any business services or economic</u> <u>activity by order of a variance</u>.

<u>C.</u> A business and/or entity that sponsors an artist or mural painting may only include their logo on the corner of the mural through a variance. The logo shall only occupy [percentage % to be established by City Council] of the entire mural.

DC.Wall murals must be painted directly onto an exterior wall surface or a flat material permanently attached to the wall, such as aluminum composite sheet. Wall murals may occupy an entire single wall on which the mural is applied. The wall mural must be architecturally incorporated into the building so that it does not appear to be a sign attached to the building or have the appearance that the structure is ancillary to the mural. The wall mural may not be mounted on the building roof or extend above the cornice of a flat roof or above the roof eave of a gable or mansard roof.

ED. A wall mural must be completed within 90 days after the date painting commences. The final anti-graffiti protective clear-coat must be applied within this 90-day period. Time extensions may be granted by the City Manager or their designee in 30-day increments up to a maximum of 60 days upon a showing of good cause.

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FE. Maintenance of the wall mural is the responsibility of the property owner. It shall be the property owner's responsibility to remove the wall mural if it is not maintained as required. Proper maintenance shall include periodic painting so that the wall mural does not exhibit chipping, pealing, or fading and other required maintenance as identified in conditions of approval issued by the City Manager or designee. Wall murals not maintained as required shall be deemed a nuisance. In addition to its other remedies, the City shall have the right to require removal of the wall mural and if the wall mural is not removed within the time period designated by the City, the City shall have the right to require sevense.

GF. No person shall paint a wall mural on the exterior of any structure or change any existing mural on the exterior of any structure prior to the issuance of a wall mural permit issued by the City Council. An application for a wall mural permit shall be submitted on the form prescribed by the City Manager and shall include a colored detailed drawing or sketch of the mural plus any other information as prescribed on the application form. The application must be made by the owner of the structure or include the written consent of the owner of the structure consenting to the painting of the wall mural on the structure consistent with the mural identified in the application.

<u>H</u>**C**. The City Council shall identify conditions of approval to the issuance of a wall mural permit.

[H. As a condition of approval of any wall mural permit, the applicant, the owner of the structure, and the artist shall agree pursuant to language prepared by the City to indemnify, defend, and hold the City of Lindsay its officials, officers, employees, and agents harmless from and against any and all damages or liabilities of whatever nature arising out of or in connection with the wall mural.

18.14.330 Nonconforming signs.

A sign or outdoor advertising display of any character lawfully occupying a site prior to the adoption of this zoning code or on the effective date of applicable amendments to the zoning code that, as a result of the adoption or amendment to the zoning code, does not conform with the standards for subject matter, location, size, lighting, or movement prescribed for the district in which it is located, shall be deemed to be a nonconforming sign or outdoor advertising structure and may be displayed and maintained in said district, except as otherwise provided in this section.

18.14.340 Maintenance of signs.

A. All signs and associated supporting structures shall be maintained in like-new condition, without rips, tears, fading, and similar damage that inevitably occurs as a result of normal wear and aging.

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B. All signs shall be reasonably free from deterioration, rot, rust, and loosening so that they do not create a hazard to persons or property or constitute a nuisance.

C. Any sign or sign structure that is sagging, leaning, fallen, decayed, broken, deteriorated, ripped, torn, faded, or other deteriorating or dilapidated condition shall be promptly repaired to the satisfaction of the City or removed.

D. Graffiti on a sign shall be removed within two (2) days of notice of its placement on such sign.

18.14.350 Hazardous signs.

Whenever any sign, by virtue of its physical nature and condition, poses an immediate and serious threat to the public safety, the same may be removed by City personnel, or its physical deficiency cured, to the extent necessary to protect the public safety. The cost of such removal or repair shall be assessed against the sign owner.

18.14.360 Abandoned or obsolete signs.

An on-premise sign advertising an activity, business, service, or product must be removed within 60 days following the actual discontinuance of the activity, business, service, or product. If the sign is not so removed, the City Manager or designee may have the sign removed in accordance with the public nuisance abatement provisions of this title. A sign structure is not required to be removed, however, the sign face shall be removed or replaced with a blank face or other sign face consistent with this chapter.

18.14.370 Illegal signs.

Any sign, banner, or sign structure not erected, constructed, or located in conformance with this chapter and not classified as a legal nonconforming sign is an illegal sign and is subject to abatement in accordance with the public nuisance abatement procedures of the Lindsay Municipal Code.

18.14.380 Other signs and advertising structures

Any and all other signs not included in this ordinance shall be submitted for review to City Services and must obtain final approval by City Council.

18.14.3980 Enforcement.

Signs which do not conform to the provisions of this chapter and are erected after its effective date and signs erected after the effective date of this chapter without obtaining a permit that is required are declared to be unlawful and a public nuisance. All signs declared to be unlawful by this chapter and all persons erecting or maintaining them shall be subject to the provisions of Lindsay Municipal Code. The City Manager shall take necessary actions or proceedings for the abatement, removal and enjoinment pursuant to the Lindsay Municipal Code.

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18.14.400390 Definitions.

As used in this chapter, the following terms are defined in this section. The images are intended to illustrate some of the sign types that are defined in this section.

"A-Frame sign" means a sign made of wood, plastic or other lightweight and rigid material having the capability to stand on its own support(s) and being portable and movable.

"Animated sign" means a sign with action or motion, whether by flashing lights, color changes, wind, rotation, movement of any parts of the sign or letters or parts of the sign structure, or other motion.

"Awning" means a shelter supported entirely from the exterior wall of a building and composed of a collapsible frame covered completely with nonrigid material.

"Banner" means any flexible material, such as cloth, plastic, vinyl, paper, cardboard or thin metal, with or without a "message", attached outdoors to a building, structure or mounting device, or attached indoors to a building, structure or mounting device so as to be visible from the exterior of a building, or structure. This definition includes a pennant, flag, or bunting.

"Business premises" means a specific business occupancy within a building or upon a parcel of land, typically having a specific address and discrete entrance(s) and exit(s) to maintain a specific business identity and location.

"Changeable copy" refers to the display of a message that can change by means of moveable letters, slats, lights, light emitting diodes, or moveable background material.

"Erect" means and includes erect, construct, place, relocate, enlarge, substantially alter, attach, suspend, paint, post, maintain and display.

"Externally illuminated sign" means a sign which has light cast on its surface from an artificial exterior source installed for the purpose of illuminating the sign.

"Feather banner" means a banner that is taller than it is wide and is attached to the ground by a single pole.

"Freestanding sign" means a sign which is permanently supported on the ground by one or more uprights, braces, poles, or other similar structural components that are not attached to any building. This category includes both monument and pole signs.

"Frontage, building" means the distance between the two most distant corners of a building measured in a straight line along the building face.

"Frontage, street" means the distance between the two most distant corners of a site along a single street measured in a line along the street curb, including drive approaches, but excluding curb returns at street intersections.

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"Height" means the distance measured vertically from grade to the highest point or portion of the object to be measured.

"Internally illuminated sign" means any sign whose illumination originates from within the structure of the sign and the source of which is not visible from the exterior of the sign.

"Message" means any form of visual communication presented on any type of media. It is not material whether the communication has any logical, practical, literary, or artistic significance or not. It includes any form or combination of letters, graphics, symbols or designs. The term is not intended to include mono-color paint applied to the exterior, trim, fascia, or other architectural elements of a building for protection against the elements.

"Mural" means a sign painted on the exterior wall of a building consisting of graphics or images, either alone or in combination with letters.

"Outdoors" means a location on undeveloped property or to the exterior of a building or structure.

"Outdoor advertising" refers to the placement of a message on signs or banners located outdoors or located indoors in a manner such that the message is visible from the exterior of a building or structure.

"Outdoor advertising structure" means a structure erected or maintained for the main purpose displaying commercial outdoor advertising and located on a site other than the site on which the advertised commercial use is located or on which the advertised commercial product is produced.

"Painted Sign" refers to a sign that comprises only paint applied on a building or structure.

"Parapet wall" means an exterior wall which extends vertically above the roof line.

"Parcels" or "property" or similar references or descriptions shall refer to parcels defined or delineated by assessor parcel numbers maintained by the County tax assessor or as defined in the Glossary of this Code.

"Pedestrian access" means a doorway which has been designed for the primary use of the patrons or customers of that particular use.

"Permanent sign" means a sign that is solidly attached to a building, structure, or the ground by means of mounting brackets, bolts, welds, or other combination of attachment methods, thereby rendering the sign non-moveable or difficult to reposition without the use of machinery, cutting devices, or mechanical devices. See also "temporary sign."

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"Placed" includes constructing, erecting, posting, painting, printing, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing, or making visible in any manner whatsoever.

"Pole sign" means a permanently mounted, freestanding sign which is supported above the ground by one or more uprights, braces, poles, or other similar structural components.

"Roof line" means the highest point of a parapet wall or the main roof structure or a highest point of a parapet wall other than such architectural features as cupolas, pylons, projections or raised portions of the roof.

"Rooftop or roof-mounted sign" means a sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the roof of a building. Rooftop or roof-mounted signs are not allowed.

"Shopping center" means a primarily retail commercial site with three or more separate businesses sharing common pedestrian and parking areas.

"Sign" means any letter or symbol made of cloth, metal, paint, paper, wood or other material of any kind whatsoever placed for advertising, identification or other similar purposes on the ground or on any wall, post, fence, building, structure, vehicle or on any place whatsoever.

"Sign area" means the geometric area of a sign including all elements such as board or frames, perforated or a solid background, ornamental embellishments, arrows or other sign media. For the purposes of a freestanding sign the structural elements necessary to support the sign are included in the sign area.

"Sign copy" means any words, letters, numbers, figures, designs, or other symbolic representations incorporated into a sign face and/or its structure with the purpose of attracting attention to the subject matter.

"Sign face" means the panel surface of a sign which carries the advertising, information, or identification message.

"Sign structure" means any structure which supports or is capable of supporting any sign. A sign structure may or may not be an integral part of a building. For the purpose of a freestanding sign, the sign structure shall include the aggregate area of the sign including the sign copy and all structural elements of the sign.

"Temporary sign" means a sign that is easily moveable, and which is not attached to a building, structure, or the ground in such a manner as to be rendered a permanent sign.

Section 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to

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CEQA Section 15060(c)(2) (The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment).

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability, or responsibility for damage to person or property upon the City of Lindsay, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Lindsay hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate, contradict or otherwise conflict with, applicable State and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Lindsay Municipal Code as amended by this ordinance are substantially the same as provisions in the Lindsay Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(l) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

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THE FOREGOING ORDINANCE, read by title only with waiving of the reading in full, was introduced at a regularly scheduled meeting on the _____th day of ______2023.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the _____th day of ______ 2023.

CITY COUNCIL OF THE CITY OF LINDSAY

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Hipolito A. Cerros, Mayor

ATTEST:

1

Francesca Quintana, City Clerk

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STAFF REPORT

TO:Lindsay City CouncilFROM:Neyba Amezcua, Director of City Services & PlanningDEPARTMENT:City Services and PlanningITEM NO.:8.6MEETING DATE:October 10, 2023

ACTION & RECOMMENDATION

Consider the Rejection of Bids Received in Response to the Water Treatment Plant - Bank D: Media Change-Out Project Request for Proposals (RFPs) and Authorize Staff to Re-Bid the Project.

Staff recommends that the City Council reject all of the Bids received and authorize Staff to re-bid the project.

BACKGROUND | ANALYSIS

Pursuant to the City's Procurement Policy, Staff started advertising the Notice of Inviting Bids on August 22, 2023, with a submittal deadline of September 27, 2023, at 2:00 PM.

There was a total of two (2) RFPs received and acknowledged by the City. The bidders are shown below.

No.	Contractor		Total Amount
1	Carbon Activated Corporation	\$	252,273.49
2	ERS Industrial Services Inc.	\$	272,710.00

The total budget for this project is \$398,280 as shown in the approved Fiscal Year 2023 – 2024 Budget and Capital Improvement Plan.

As part of the qualifications to bid on the project, the City requested that the bidding Contractor hold both a Class "A" General Engineering Contractor License and a Class "C-33" Painting and Decorating Contractor License in the State of California.

The lowest bidder did not comply with the requested qualifications. The second lowest bidder did comply, however due to the differences in pricing, Staff recommends that the Council reject the bids received and authorize the re-bidding of the project.

FISCAL IMPACT

This project has a total budget of \$398,280, sourced from FUND 101-WATER (MCDERMONT SALES). Should the City Council approve the rejection of bids for this project, then the City anticipates spending another \$500.00 to publish the Notice of Inviting Bids in a newspaper of general circulation in the City sourced from 101-GENERAL FUND.

ATTACHMENTS

• Abstract of Bid Proposals Received

Water Treatment Plant - Bank D: Media Change-Out Project ABSTRACT

				Carbon Activated Corporation		ERS Industrial S			Services Inc.		
			-	Licen	License No. 842091		License No.		724233		
Item No.	Description	Quantity	Unit		Unit Price		Total Price		Unit Price		Total Price
1	Mobilization/Demobilization	1	LS	\$	10,000.00	\$	10,000.00	\$	1,000.00	\$	1,000.00
2	Remove & Dispose of Existing Filter Media	1	LS	\$	69,879.83	\$	69,879.83	\$	40,000.00	\$	40,000.00
1 3	Remove & Store Filter Internal Components That Will Not Be Coated	1	LS	\$	5,000.00	\$	5,000.00	\$	10,000.00	\$	10,000.00
4	Prepare Steel & Concrete Substrate Surface	1	LS	\$	45,364.57	\$	45,364.57	\$	69,000.00	\$	69,000.00
5	Apply One (1) Coat of Endura-Flex 1988 Elastomeric Polyurethane Surface	1	LS	\$	41,045.07	\$	41,045.07	\$	69,000.00	\$	69,000.00
6	Provide Holiday Detection and Inspection	1	LS	\$	6,104.19	\$	6,104.19	\$	8,710.00	\$	8,710.00
7	Reinstall Stored Internal Filter Components	1	LS	\$	5,000.00	\$	5,000.00	\$	10,000.00	\$	10,000.00
8	Supply and Install New Media	1	LS	\$	69,879.83	\$	69,879.83	\$	65,000.00	\$	65,000.00
	Total Base Bid Schedule Amount			\$			252,273.49	\$			272,710.00



STAFF REPORT

TO:Lindsay City CouncilFROM:Neyba Amezcua, Director of City Services & PlanningDEPARTMENT:City Services & PlanningITEM NO.:9.1MEETING DATE:October 10, 2023

ACTION & RECOMMENDATION

Consider Approval of the City Hall Clock Chime Unit Project and Budget and Expenditures Thereto.

In an effort to beautify and engage the community, Staff recommends that Council approval of the E1000 Chime unit and budget and expenditures thereto.

BACKGROUND | ANALYSIS

City Staff has been making minor improvements to Lindsay City Hall buildings and the vicinity in an effort to beautify and engage the Lindsay community as well as City employees. The clock located above the main entry of Lindsay City Hall has not been operational for more than a decade and thus is one of these beautification projects. In the past few months, the clock has been repaired and made operational for under \$1,000.

City Staff is proposing that a chime unit be added to the tower to complete the City Hall Clock Chime Unit Project.

There are two (2) different types of chime units for the Council to consider.

- 1. E1002 Chime unit. Total price of \$4,500 (plus shipping & handling).
 - a. Programmable Start and Stop times.
 - b. $\frac{1}{4}$, $\frac{1}{2}$ or hourly selection.
 - c. 33 Chimes Selections.
 - d. Quiet Time Allows interval of chimes playing at a reduced volume.
 - e. 160-Watt Amplifier with 4-16 ohms 70 volts, and 100 volts speaker terminals.
 - f. Local Chime speaker with volume control.
 - g. Extended Chimes (folk, classical, Christmas, popular songs, and others).
- 2. E1000 Chime unit. Total price of \$7,600 (plus shipping & handling).
 - a. This unit includes all features of the E1002 Chime unit listed above, in addition to the following:
 - i. Windows based system. Controlled by Staff computer.

- ii. Programable chimes/songs ahead of time, certain days, and or only at certain times.
- iii. Ability to add personalized songs and digital audio files (.mid, wave and MP3 formats).

FISCAL IMPACT

Chime unit	\$7,600.00 (plus shipping & handling)
Electrician Installation Quote	<u>\$3,006.71</u>
	\$10,606.71 (plus shipping and handling)

The expected cost of the project is \$10,606.71 and will be sourced from General Fund, City Manager contingency fund.

ATTACHMENTS

- Chime Unit Specifications
- Electrician Installation Quote

DS-504 Rev.C

CTRL-E1002 CHIME SYSTEM



97 West Street, Medfield, MA 02052 p: 508.359.4396 f: 508.359.4482 www.electrictime.com

E1002 with top door open

Description:

The Style E1002 Chime system provides amplified audio output of a variety of digital chimes through a digital sound card and amplifier. It works in conjunction with our 99B control. The 99B controller is used as the user interface for programming. Thirty six (36) different types of chimes are available. Default Chime is Westminster. Chime options; 1/4 Hour: Chimes will play every 15 minutes, ½ Hour: Chimes will play every 30 minutes, Hourly: Chimes will play at the top of the hour. It also offers an Hour Strike: Strikes the hour only. Chimes operate during a programmable window, with an "ON", "OFF" & "Quiet Time" option. The "Quiet Time" option plays the chime at a reduced volume (typically between 8:00pm and 11:00pm). Extended chimes are included. They include some Folk Songs, Classical Songs, Patriotic Songs, Christmas Songs, and Popular Songs. Custom factory sounds can be supplied.

Available Chimes:

117	New College
121	Norwich
125	Notre Dame
129	Palmers Green
133	Parsifal
137	Preston
141	R.C. Church
145	Silchester
149	St. Michaels
153	St. Gregory
157	Tennyson
161	Ting-Tang
165	Trinity
189	Trowbridge
169	Westminster (Default)
173	Whittington U.K.
177	Whittington USA
181	Winchester

r	1
049	Beverly
053	Cairo
057	Canterbury
061	Copenhagen
065	Denstone
185	Derby
069	Dorking
073	Eaton Socon
073	Fort Augustus
081	GonVille
085	Guilford
089	Hampstead
93	Keighley
97	Kroonstad
101	Lostwithiel
105	Lourdes
109	Magdalen
113	Nafferton

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CTRL-E1002 CHIME SYSTEM

Folk Songs



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www.electrictime.com

	I OK OONGS
025	Londonderry Air
020	(Danny Boy)
026	On Top of Old Smoky
027	Shenandoah
028	Amazing Grace
029	Greensleeves
030	Down by the Riverside
031	All Through the Night
	(Welsh)
	Classical Songs
032	Allegro (Mendelssohn)
	Allegro Cantabile from
033	from Concerto in D for
	the French Horn (Mozart)
034	Allegro from Brandenburg
004	Concerto No. 3 (Bach)
	Allegro Ma Non Troppo
035	from Violin Concerto in D
	(Beethoven)
036	Allegro from Water
050	Music Suite (Handel)
037	Aria from Concerto in D
007	minor for viola (Vivaldi)
038	Finale from the 1st
000	Symphony (Brahms)
039	London Trio (Haydn)
040	Minuet
041	Minuet in G
042	The Moldau (Smetana)
043	The Winter Journey
0-0	(Schubert)
	USA Patriotic Songs
193	America
	(My Country Tis of Thee)
194	American Patrol
195	Anchors Aweigh
196	Army Air Corps Song

197	Battle Cry of Freedom
198	Bonnie Blue Flag
199	Caisson Song
200	Columbia,
200	The Gem of the Ocean
201	God Bless Our Native Land
202	God Save America
203	Liberty Bell March
204	Marine's Hymn
205	Onward Christian Soldiers
206	Stars and Stripes Forever
207	The Star Spangled Banner
208	Yankee Doodle
	Christmas Songs
209	Angles we Have Heard
203	on High
210	Away in a Manger
211	Deck the Halls
212	The First Noel
213	God Rest Ye Merry
	Gentlemen
214	Here We Come A-Caroling
215	The Holly and the lvy
216	It Came Upon a Midnight
	Clear
217	Jingle Bells
218	Jolly Old St. Nicholas
219	O Christmas Tree
220	O Come, All Ye Faithful
221	Pat-a-Pan
222	Silent Night
223	We Three Kings
	of Orient Are
224	Up On a Housetop
225	We Wish You a
	Merry Christmas
226	What Child is This?

	Popular Songs
227	A-Hunting We Will Go
228	Ach, Du Lieber Agustin
229	Aloha Oye
230	Alouette
231	Baa! Baa! Black Sheep
232	Big Rock Candy Mountain
233	Billy Bailey, Won't You
233	Please Come Home
234	Billy Boy
235	Bridal Chorus
236	The Blue Danube Waltz
237	Cara Mia
238	Catch a Falling Star
239	Comes Once in a Lifetime
240	Dream a Little Dream of Me
241	Everything's Coming up
241	Roses
242	Five Minutes More
243	Holiday For Strings
244	l'll Walk Alone
245	I Don't Want to Walk
243	Without You Baby
246	Looby Loo
247	Margie
248	On a Sunday by the Sea
249	The Coins in a Fountain
250	We'll Be Together Again
251	When Your Hair Has
201	Turned to Silver
252	Who's Sorry Now?
253	A-Tisket A-Tasket
254	Don't Sit Under the
204	Apple Tree
255	Little Brown Jug

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DS-504 Rev.C

CTRL-E1002 CHIME SYSTEM

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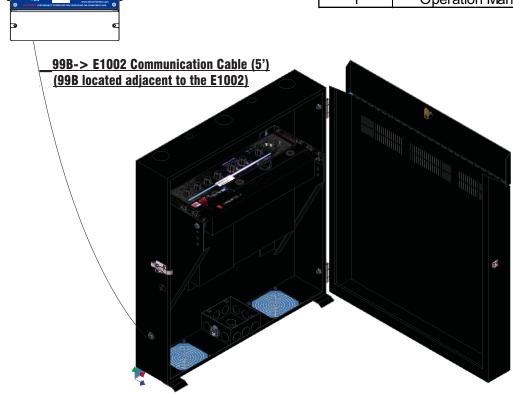
www.electrictime.com

Amplifier Specifications:

600 Watts @ 70 Volts - 530 watts @ 8 ohms Bridge mono mode. Independent, userdefeatable clip limiters. Fully selectable low-frequency filtering; choice of 30 or 50 Hz roll-off. Stereo (dual-channel), parallel-input, or Bridge Mono operating modes. Balanced inputs — XLR, ¼" (6.3 mm) TRS, and barrier strip. Pluggable terminal block and NL4 outputs. 21 detent gain knobs. Front panel LED indicators for signal and clip and power. Attenuation control security plate.

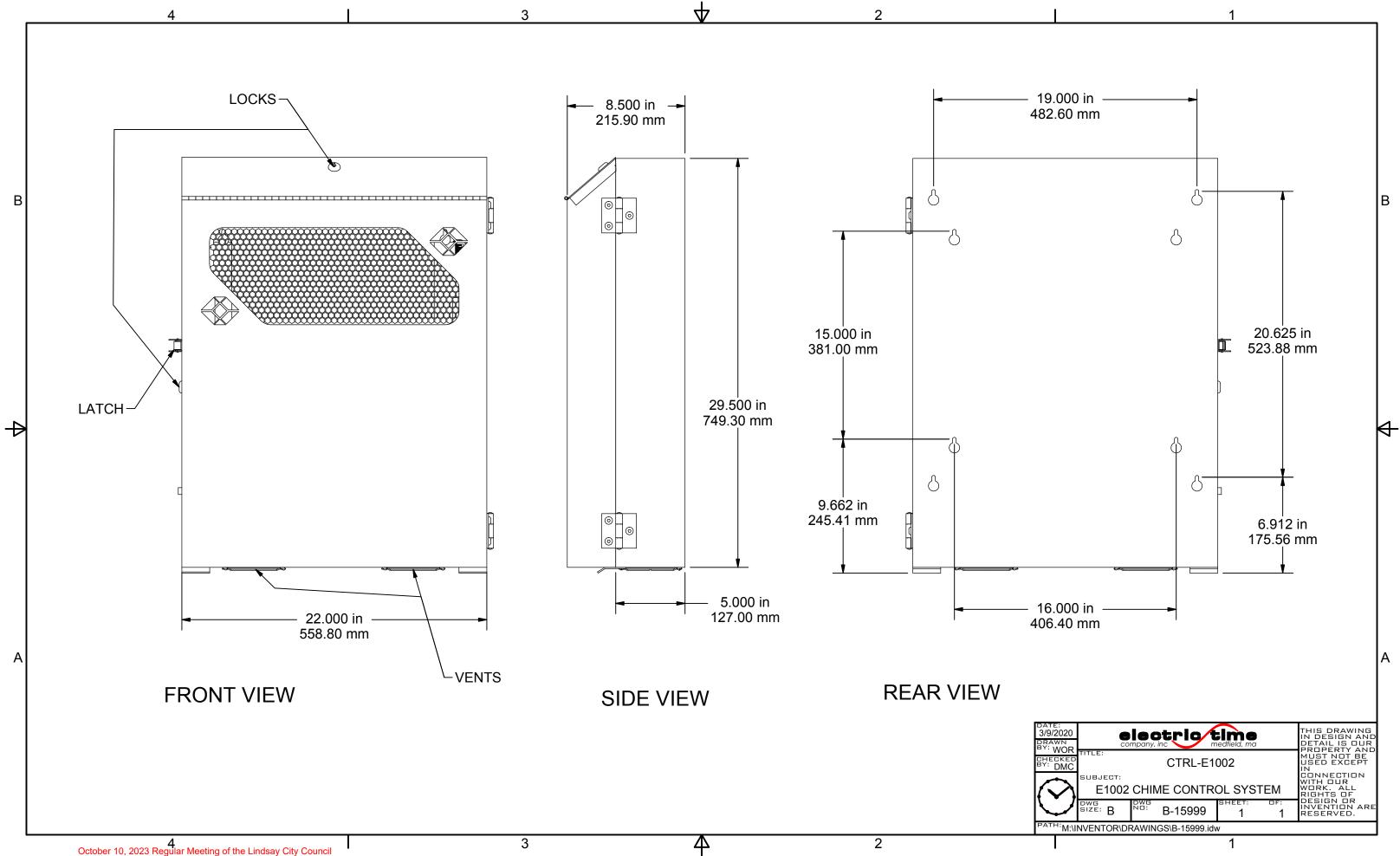
Standard System:

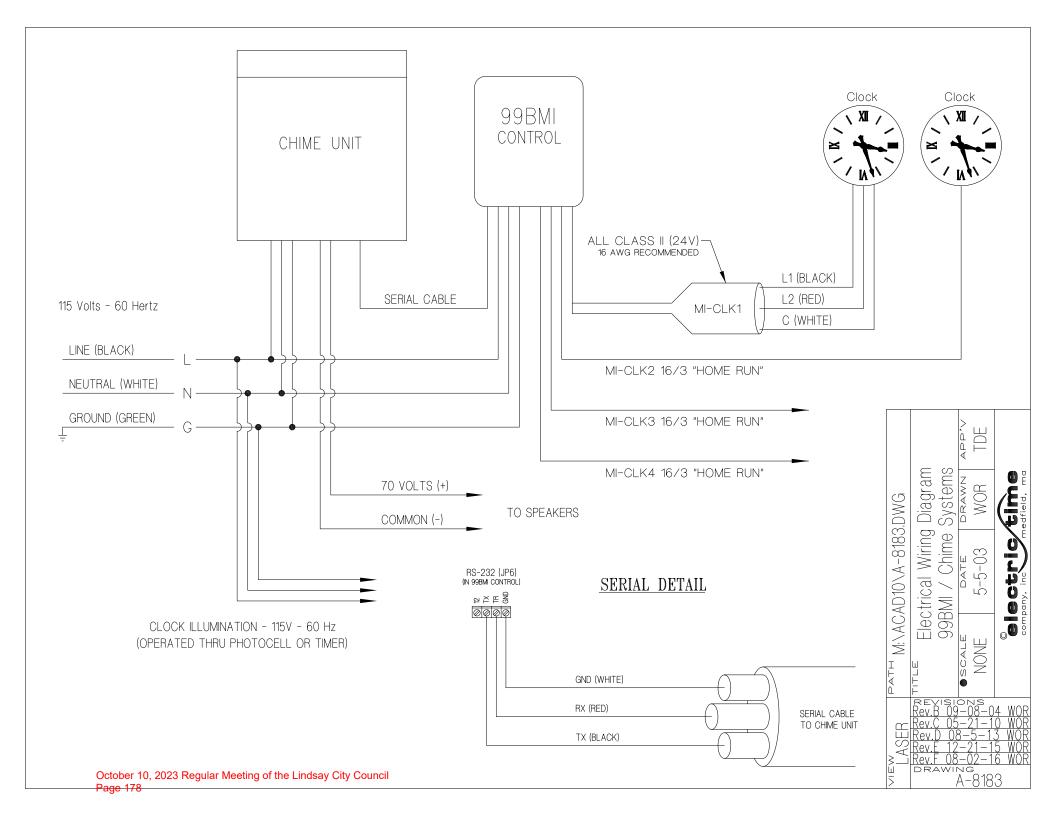
Quantity	Description
1	E1002 Chime Control System
4	Horns
4	Drivers
250'	16 Gauge Speaker Wire
1	Operation Manual 274C
-	



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998-M







ADDRESS City Lindsay

Mario Sagredo Electrical Inc.

966 Palm St Lindsay, CA 93247 services.mselectrical@gmail.com

Estimate 1227

DATE 09/25/2023

JOB NAME

Clock Chime system

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	1/2" EMT	1/2" EMT CONDUIT, EMT-1/2	60	1.55	93.00T
	1/2 SS COUP	1/2" SET SCREW COUPLINGS	10	0.49	4.90T
	1/2" EMT SET SCREW CONN.	1/2" EMT SET SCREW CONNECTOR, OF7701S	10	0.60	6.00T
	4 SQ BOX EXTENSION	4 SQUARE BOX EXTENSION	4	2.36	9.44T
	4 SQUARE BLANK COVER	4-SQUARE ELECTRICAL BOX BLANK COVER, 52C1, 4BC	4	1.19	4.76T
	FLEX LIQ 1/2UA	FLEX LIQ-TITE UA/LA	10	1.47	14.70T
	1/2" ST CONN ST.	1/2" SEAL TIGHT CONNECTOR STRAIGHT	4	5.20	20.80T
	1/2" ST FLEX CONN. 90D	1/2" SEAL TIGHT FLEX CONNECTOR 90DEG, T&B 5352	4	14.65	58.60T
	THHN 12	THHN 12 STRANDED WIRE, THHN12STR	150	0.40	60.00T
	HOM130	30A SQD 1PL HOMELINE BREAKER	1	9.83	9.83T
	LABOR W/ HELPER	1 ELECTRICIAN AND 1 HELPER Install main control box in electrical room and from there connect to audio speaker out in bell tower. Run wires up through attic out to bell tower, connect and verify operation of system	12	225.00	2,700.00

X (8.75%) 24.68 TAL \$3,006.71	TAX (8.75%)
X (8.75%) 24.68	AX (8.75%)

We appreciate your business!

PLEASE NOTE: New Mailing & Email Address.

Accepted By

Accepted Date

We appreciate your business! PLEASE NOTE: New Mailing & Email Address.



STAFF REPORT

TO:Lindsay City CouncilFROM:Arceli Mejia, Assistant City PlannerDEPARTMENT:City Services and PlanningITEM NO.:9.2A&BMEETING DATE:October 10, 2023

ACTION & RECOMMENDATION

Special Event Permit (SEP) No. 23-08

- A. Consider Approval of Special Event Permit (SEP) No. 23-08 for the 13th Annual Lindsay Rib Cook-Off Event in Downtown Lindsay on November 04, 2023
- B. Consider Approval of Fee Waiver for Special Event Permit No. 23-08

BACKGROUND | ANALYSIS

Part A: Rib Cook-Off Special Event Permit Application

The Rib Cook Off Committee (herein referred to as "Applicant") has requested street closures on November 04, 2023, for the 13th Annual Lindsay Rib Cook Off Competition. Under the Special Event Permit provisions within Chapter 18.17.180 of the Lindsay Municipal Code, instated in Ordinance No. 598, this event is deemed a 'Class V' type of event due to its anticipated attendance of over five hundred (500) attendees, the sale of alcohol, and street closures.

Event Details:

Type of Event:	Rib-Cook Off Competition
Event Date:	November 04, 2023
Hours:	4:00am to 6:00pm
Set-up Hours:	4:00am to 8:00am
Breakdown Hours:	4:00pm to 6:00pm
Location:	Honolulu Street
	Mirage Avenue
	Sweetbriar Avenue
	Elmwood Avenue
City Facility/Park Use:	\Box YES \boxtimes NO
Road Closure:	\boxtimes YES \square NO
Number of Attendees:	1,000
Alcohol Sale:	\boxtimes YES \square NO
Food truck and Merchandise Vendors:	\boxtimes YES \Box NO

\boxtimes Live bands \boxtimes DJ \boxtimes Stage

Music:

Requirements:

- Site plan (attached to this report).
- Circulation and Parking Plan. (attached to this report).
- **Waste Plan.** Mid Valley Disposal will be providing the following services (confirmation attached to this report)
 - 1. One 20 yard roll off bin.
 - 2. 10-15 bins.
 - All to be delivered and picked up by Mid Valley Disposal on November 03, 2023 and November 06, 2023 respectively.
- **Restrooms.** The Applicant will provide the following.
 - 1. Men
 - 3 portable toilets.
 - 1 ADA compliant toilet.
 - 2 handwashing stations.
 - 1 ADA compliant handwashing station.
 - 2. Women
 - 8 portable toilets.
 - 1 ADA compliant toilet.
 - 4 handwashing stations.
 - 1 ADA compliant handwashing station.
- **Banner Application.** The Applicant has provided the graphics for their banner along with a banner application (attached to this report). The requested locations for the banners to be placed are as follows:
 - 1. Windmill along the north and west frontage.
 - 2. Sequoia Soccer Complex.
 - 3. Elmwood Soccer Complex.
- Safety Plan. This event will require a minimum of six (6) security guards, with one (1) designated to the alcohol sales area.
- Alcohol Management Plan. All attendees' I.Ds will be verified upon purchase. A non-transferrable wristband for those purchasing alcohol is required.
- **Indemnity** (attached to this report).
- **Insurance.** The Applicant has provided the following:
 - 1. \$3 million in General Liability by the Rib-Cookoff Committee.
 - 2. \$3 million in General Aggregate by the Rib-Cookoff Committee.
 - 3. \$1 million in Liquor Liability by The Orange Bar.
- **Inspections.** Fire Department and Building and Safety inspections must be conducted for the two proposed stages.

Part B: Fee Waiver Request

The Applicant is requesting that all fees identified in Figure I below be waived by action of the City Council. If the City Council approves the requested fee waiver, that action will not waive any costs

incurred by the City for damage or repairs that may result from the event. All proceeds from the event will go towards the Lindsay Reserve Officers, Santa Night, Lindsay High School sports teams, Healthy Start, the Kiwanis Club, J.J. Cairns High School Student Government, and education scholarships.

Figure	[:	Fee	Tabulation

	2023	Rib Cook	-Of	f		
		4-Nov-23				
	Ro	ad Closure	9			
	Qty.	Time		Cost To		Total
High Impact			\$	686.00	\$	686.00
	Р	ermit Fee				
SEP Application	1		\$1	\$1,500.00 \$1,500.0		1,500.00
	Ci	ty Services				
Blended rate	8	hrs	\$	76.24	\$	609.92
	Specia	al Inspectio	ons			
Fire inspection			\$	150.00	\$	150.00
Building inspecti	on		\$	148.00	\$	148.00
		Grand total			\$3,093.92	

FISCAL IMPACT

If the City Council approves the fee waiver for SEP No. 23-08, then City will not generate \$3,093.92 in revenue that would be deposited into 101-GENERAL FUND.

ATTACHMENTS

- Special Event Permit Application
- Fee Waiver Request Letter
- Non-Profit Letter
- Site Plan
- Circulation Plan
- Mid Valley Agreement Confirmation
- Certificate of Insurance
- ABC License Application
- Liquor Liability Insurance Certificate
- Letter of Indemnification
- Banner Application
- Banner Artwork and Graphics
- Tulare County Health Department Approval



City of Lindsay Application for Special Event Permit

City Services and Planning Department 150 N. Mirage Ave. Lindsay, CA 93247 (559) 562-7102 ext. 4

Purpose

A Special Event Permit allows City Staff to evaluate proposed uses that may be appropriate in the applicable zone, but whose effects on the site and surrounding areas cannot be determined before a discretionary review by the City Planning Department.

Review Process

Prior to submitting an application, the applicant is required to schedule a Pre-Application Meeting with Planning Staff to determine the Class of special use. This will allow Staff to determine what materials and documentation are required and expedite the process.

Class Description and Required Materials

Class I: Temporary Signs, Grand Opening Banners, Balloons Requirements: Special Event Permit Application, Site Plan

Class II: Temporary Uses of 31 days or Less (Valentine's Day flower sales, firework sales) Requirements: Special Event Permit Application, Site Plan, Business License, Property Owner's Permission

Class III: Events with less than 100 attendees

Requirements: Special Event Permit Application, Site Plan, Circulation Plan

Class IV: Events with 100-499 attendees

Requirements: Special Event Permit Application, Site Plan, Circulation Plan, Waste Plan, Safety Plan

Class V: Events with greater than 500 attendees; Events involving the sale of alcohol; Events involving street closures; Concerts; Filming

Requirements: Special Event Permit Application, Site Plan, Circulation Plan, Waste Plan, Safety Plan, ABC License, Fire Department Inspection, Building and Safety Inspection

*Class I, II, and III Events may be approved administratively. Class IV and V Events must be approved by the Lindsay City Council

Instructions

This comprehensive application has been designed to assist you in developing your event plan while also informing you of your responsibilities as an event organizer and the fees, requirements, and other permits that may be required. All sections must be completed. Use N/A for "not applicable "for questions or sections that do not apply to your event. Incomplete applications will not be accepted and will delay processing which could affect the availability of your preferred event date or location.

Applicant Information

Name of Applicant/Responsible Party (must match the signature on page 13) Doug De Leo
Street Address 560 Mountain Circle Apt/Unit/Suite
City Lindson State CA Zip Code 93247
Email Address dpdeleo > msn.com
Daytime Phone Fax
Name of Event Organizer/Producer (if different from Applicant)
Street Address P. O. Box (5(9 Apt/Unit/Suite
City Lindsay State CA Zip Code 93247
Daytime Phone Fax
Sponsoring Organization/Company
Contact Name Contact Phone
Street Address Apt/Unit/Suite
City State Zip Code
Public Information
Contact Name Contact Phone
Email Address
Website
Onsite/Day of Event Contact Information
Contact Name Contact Cell Number
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Event Details	
Event Name	Lindsay Rib Cook Off
Event Location	Downtown Linds any puired: Please attach a copy of your overall event layout (Site Plan) as well as any fenced areas and/or a route map for parades, runs, walks, marches,
etc. Maps must include location inflatables; rides; tents, canopie	of stages; bleachers; portable restroom facilities; alcohol dispensing areas; fencing line; entrances, exits and emergency exits; first aid; vendors; is, booths or other temporary structures; and waste and recycling receptacles/dumpsters. For events with street closures, the site map and/or route street names; directional arrows; twenty (20) foot emergency fire lane; street closure points; barriers/barricades; signs; start and finish area; water or
Set-up Date(s):	v. 4 2023 to Nov. 4 2023 Set-up Times: 4:00 am to 8:00 am
Event Date(s):	Nov.4 to Nas.4
Event Hours (time ev	vent is open to the general public): Noon to 4:00pm
Tear Down	able only for events with a route such as a parade, run, walk, etc.): Tear Down Tear Down Times: <u>4:00pm</u> to <u>6:00pm</u>
Number of Participan of units/floats for para	
Total Anticipated Atte	endance: 500
Type of Event (check al	I that apply):
RunW	alk Cycling Parade Certified Farmers Market Concert
X Street Festival	Park Festival Fireworks Promotional/Marketing Fundraiser
Protest/Ralley	FilmingTournament
Open to the Put	Private Event (not open to the public)
Has this event been pr	oduced before?
Previous name(s), date	e(s), and location(s) of event:
This is our Saturday or	13th annual event in downtown Lindsong. The first F November each year.
Event Description (Pr	ission or entry fee? X No Yes rovide a detailed description of your event. Attach additional pages or materials as needed):
A vib cook will also be show, and	a number of food and merchandise vendors, a car a live band.

ParkUse

The City of Lindsay offers many public parks that can be used as the venue for your event. This application can be used to reserve a park for a special event.

Street Closure Information

There are three types of street closures: 1 hard street closures, 2 rolling street closures and 3 lane closures. If your event includes a street closure, you will need to submit a Traffic Control Plan (TCP). The Director of City Services and Planning will determine whether a professional TCP is required based on the location and type of street closure, if the event will generate additional traffic, or if existing traffic will be severely interrupted. The Director must approve the TCP before the Special Event Permit can be issued. Applicant is responsible for providing and properly placing the necessary traffic control equipment such as barriers/barricades, cones, delineators, and advisory and detour signage to implement the TCP. Street closure points must be manned at all times. In most cases, volunteers will be required to facilitate the closure (including set-up and tear down times). The number of volunteers will depend on the location, type, and nature of the closure. In some cases, Lindsay Police Officers will be required to be stationed at each closure point during the duration of the street closure, for a fee. Applicant is responsible for hiring the officers and a fee for their service will be in addition to the Special Use Permit. Use of volunteers will be determined by the Lindsay Police Department.

Event will occupy: One Lane	Two Lanes Half o	of Stre	et 🔀 Full Street 📃 Si	dewalk Only			
	Closure Type: Rolling Street Closure (Street opens to normal traffic after participants pass)						
Hard Street Closure (Street closed for an extended period of time and/or event equipment will be placed in street for the duration of the event; no vehicle access)							
Street Name	Between	and		Start Time	End Time		
Honolulu	RR tracks]	Mirage	4:00 am	6:00 pm		
Street Name	Between	and	3	Start Time	End Time		
Elmwood	S of True Value]	Apia	4:00am	6:00pm		
Street Name	Between	and		Start Time	End Time		
Sweetbrian	S of China's Alley	- i	Porteouille Citurs	4:00 aun	6:00pm		
	Las Palmitas						

Attach additional pages or materials as needed.

Regional Transit

Any proposed route along Tulare County Area Transit (TCaT) must not impede bus movements. Buses must be allowed to proceed without interruption. If your route impacts TCaT or to request a list of service times, please contact TCaT at (559) 624-7180 or visit www.ridetcat.org. Keeping bus detours to a minimum is appreciated. When detours are required, lead time for notifying TCaT's bus ridership is required.

Parking Plan

When planning your event, it is important to consider the impact your event will have on parking in the area. In some cases, a parking management plan will be required if the venue cannot accommodate the number of anticipated attendees. If a parking management plan is required, you will be required to identify City owned and/ or private parking lots that will be utilized, a shuttle plan, the use of carpools, public transportation, ADA accessible parking provisions, and/or special parking requests.

The City of Lindsay has a number of parking facilities available for your event. For information on parking facilitie please contact Planning at 559 562-7102 ext. 8041. If your event will have a significant impact on residential parking facilities, you must provide 72 hour notice of the proposed event and potential impacts to loca parking.

Accessibility

As an event organizer, you are required to comply with all Federal, State, County and City ADA laws applicable to your event per the Americans with Disabilities Act. All event venues, structures and activities shall be accessible to persons with disabilities. If a portion of your event cannot be made accessible, an alternate area must be provided with the same activities that are in the inaccessible area. This area must include signage indicating that it is an ADA accessible area.

You need to consider the following access as you plan your event: first aid, information center, parking, clear paths of travel (to and from, and inside the event restrooms (see "Restrooms" for requirements, seating, signage, drinking fountains, phones, transportation and access to vendors. If all areas are not accessible, directional signage a map, or program must be provided to attendees indicating the location of accessible restrooms, parking, drinkin fountains, phones, etc.

Compliance with the Americans with Disabilities Act and any and all amendments to the act shall be the sole responsibility of the applicant. The applicant agrees to defend and hold the City harmless from any expense or liability arising from the applicant's non-compliance. For more information about the Americans with Disabilities Act and compliance at events, please visit www.ada.gov.

Security Plan

You may be required to hire Lindsay Police Department officers, a professional security company, or a combination of both in order to obtain your permit. The number and type of security personnel required will depend on anticipated attendance, location of the event, presence of alcohol, history of the event, nature of the event, and street closures.

If you are required to hire Lindsay Police Officers, you will be responsible for reimbursing the Lindsay Police Department for the officers'time. This fee will be in addition to the Special Events Permit fee and a deposit will be required

Alcohol Management Plan

Alcohol service and consumption on public property is allowed by Special Event Permit only. If you are interested in serving or selling alcohol at your event, you will need to receive approval from the Chief of Lindsay Police. Once permission has been granted, you may apply for a California Alcoholic Beverage Control (ABC) license. Commercial enterprises and caterers are subject to different requirements. Please contact ABC's Fresno District Office at (559) 225-6334 or visit www.abc.ca.gov for questions and an application.

The following rules apply to alcohol service or sales on City of Lindsay public property:

- All alcohol must be sold and consumed within a fenced venue (ABC license type will dictate the size and type of fencing)
- If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, and if that attendee is 21 years of age or older, they must be issued a nontransferable wristband. All attendees must present their wristband to be served or consume alcohol.

- Servers must be 21 years of age or older
- Servers may not consume alcoholic beverages while serving
- Attendees may be served no more than two standard drinks at a time. The City defines one standard drink size as:
- 12 ounce beer
- 5 ounces of wine
- 1 ounce distilled spirit/hard alcohol in a mixed drink
- · Shots are not permitted on public property
- Alcohol cups must be paper or plastic and be distinguishable from other beverages
- Service must end a minimum of 30 minutes before the scheduled event end time
- City Staff may establish a start and end time when alcohol may be served
- Non-alcoholic beverages and water must be available at the event

Are you requesting permission to serve alcohol at your event?	No 🔀 Yes
If yes, which? (Check all that apply): Beer Wine Wine	Distilled Spirits
Will the alcohol be sold to the attendees?	Is the event open to all ages? No XYes

Explain your sales plan (ticket system, cash at service area, how IDs will be checked etc.):

Done by other Johnny Estrada

Explain who will serve the alcohol (professional bartenders, volunteers, etc.):

Done by other Estrada Tourony

How many alcohol service locations will you have and where will they be located (please include on site map):

Done by other Johnny Estrada Do you have an alcohol sponsor? / No Yes If yes, explain:

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Medical Plan
Have you made provisions for on-site medical services? 🔀 No 🗌 Yes
If yes, please describe your medical plan:
Amplified Sound/Entertainment Related Activities

The City of Lindsay defines "amplified sound" as speech, music or other sound projected or transmitted by electronic equipment including amplifiers, loudspeakers, microphones, or similar devices or combinations of devices which are powered by electricity, battery or combustible fuel and which are intended to increase the volume, range, distance or intensity of speech, music or other sound. In accordance with Lindsay Municipal Code 8.20 Noise Control the following restrictions apply to amplified sound:

 No person shall use amplified sound before 7am and after 10pm unless prior authorization is received, and permission is included in your Special Event Permit.

	Start Time	End Time
Will your event include amplified sound? No X Yes What times are you requesting amplified sound?	Noon	Hillpon
Will sound checks be conducted prior to the start time? No X Yes If yes, what	time?	an-Noor
Describe the sound equipment that will be used at the event:		

Music band with amplifiers
Are there any musical entertainment features related to your event?3No X Yes

Additional Documentation Required: Please attach a performance schedule including all performers/bands/DJs, types of music, and set times

Does the entertainment include the use of fireworks, strobes, lasers, or other electrical	No 🗙 Yes
equipment?4	

If yes, explain:

Amplifiers

⁴Additional Documentation Required: The license holder must submit a letter of intent and shoot schedule. Please contact the Lindsay Fire Department (559) 562-2511 for more information.

Does the entertainment include any inflatables (Bounce Houses)?	Ν
f yes, explain:	

Done by outside vendors
Does the entertainment_include carnival rides?5 🗙 No 🗌 Yes If yes, explain:
⁵ Additional Documentation Required: The carnival company must submit a letter of intent with a site plan to the Lindsay Fire Department. Please contact the Fire Department at (559) 562-2511 for more information.
Does the entertainment include animals (petting zoo, pony rides, etc)? 📉 No 🔄 Yes If yes, explain:
Does the entertainment include vehicles (car show, displays, etc.)? No 🔀 Yes If yes, explain:
Carshow on Elmwood south of Honolulu to Apia

Generators

Portable generators must be placed in an area where attendees are unlikely to come into contact with them, be placed at least 10 feet from any combustible materials, and located a minimum of 10 feet from tents or canopies. The refueling of hot generators is not allowed. When refueling a generator, you must wait until the generator cools, and then refill it from a self-closing safety can. A portable fire extinguisher, minimum 2A 10B:C size, with a current Fire Marshall tag attached must be on-hand and easily accessible at all times.

Fencing

Fenced area refers to any event or area within the event that is closed off by temporary fencing. The Lindsay Fire Department will review your site map and set an occupancy load for the fenced area. When developing your fence plan, please keep in mind the following rules:

In addition to the main entrance, two exits shall be provided when the venue accommodates fewer than 1,000 attendees; three exits for 1,000 to 3,000 attendees; and four exits when the venue accommodates more than 3,000 attendees.

Exits shall be equally spaced along the perimeter of the fence and shall be spaced so that no exit is greater than a distance of 400 feet of travel from the next exit.

Exit width shall provide an opening of no less than 48 inches.

Each exit shall have a security guard or volunteer assigned to it.

- Each emergency exit shall be indicated by a sign with a white background and contrasting red letters; sign shall measure 18 x 24 inches; sign lettering shall measure 12 inches in height; and signs shall be placed at the top center of the exit panel.
- In some cases, a Fire Department inspection may be required, for a fee, to set the occupancy load and check access and exits. For questions about fencing or to make arrangements for an inspection, please contact the Fire Department at (559) 562-2511 for more information.

Stages/Platforms

Stages/platforms may require an inspection by the City Building Inspector (for a fee).

Will your event include the installation of stages or platforms? ____NO ___XYES

If yes, indicate the number and corresponding size (please include on site map):

How many stages?

1- 30' long Elmwood/Handulu intreosection N. side facing south 1- 16' in Front of the Orange Bar

Tents/Canopies/Temporary Structures

The standard 10xl 0 canopy is allowed at events without a special permit. These canopies can be grouped into clusters of no more than seven. There must be a minimum 12 foot space between each cluster of canopies. Tents that are larger than 200 square feet and canopies that are larger than 400 square feet must be permitted and inspected by the Lindsay Fire Department. The following California State Fire Code regulations apply to tents/ canopies of this size:

Location:

- Must be placed at least 10 feet from any building or temporary structure.
- A fire access roadway, at least 20 feet wide, to each tent must be provided.
- All vehicles with an internal combustion engine must be at least 20 feet from any tent/canopy/ temporary structure.

Tent/Canopy Material:

• All tent materials must be either fire retardant or made to be fire retardant in a Fire Department approved manner.

• Proof that materials are fire retardant must be posted on the premises.

 All weeds, vegetation and combustible waste must be removed from the area occupied by the tent/temporary structure, as well as from a 30 foot area surrounding the tent/canopy/temporary structure.
 <u>Seating:</u>

• Chair rows may be no longer than 15 seats and have 18 inches of clearance front to back.

· Aisles must be at least 44 inches wide.

- Exits:
- Exits must be evenly spaced at least every 100 feet around the perimeter.
- Exit signs must be used when the occupancy exceeds 50 attendees.

Will your event include tents or canopies?

No	X	Yes
----	---	-----

If yes, indicate the number and corresponding size (please include on site map):

45 IOXIO canopies

For questions about tents/canopies/temporary structures, permit information or to make arrangements for an inspection, please contact the Lindsay Fire Department at (559) 562-2511 for more information.

Vendors

The City of Lindsay defines "vendor" as an organization or business that sells or advertises products and/or services to event attendees. Generally, there are three categories of vendors: 1) food/beverage, 2) merchandise and 3) information. A City of Lindsay Business License (BL) is required for vendors who wish to sell, expose for sale, or offer for sale any food/beverage or merchandise in the City of Lindsay. Please contact the Lindsay Department of City Services at (559) 562-7102 ext. 4 for BL information. You should require each vendor to provide you, the event organizer, with a copy of their BL (if applicable).

6Additional Permit Required: A City of Lindsay Business License is required for vendors to sell the general public. Please contact the Planning at (559) 562-7102 ext. 8041 for permit information. Will any of the food vendors or food trucks be cooking or heating food on-site? 7	Does your event include food vendors?6 No 🔀 Yes If yes, how many?
contact the Planning at (559) 562-7102 ext. 8041 for permit information. Will any of the food vendors or food trucks be cooking or heating food on-site? 7 Yes If yes, how many? *Additional Permit Required: Each food vendor must obtain a Tulare County Food Facilities Permit. Each vendor must display this document on site: A Lindsay Fire Department Inspection may be required (for a fee). What method(s) will be used? X Gas Electric Charcoal Other What is your plan for disposing of grease, charcoal and/or wastewater? Each vendor will responsible for their own clean up; We have clean up crews who will police the entive area after the event to wake sure event the wake sure event they is taken care of. Does your event include merchandise vendors? No Yes If yes, how many? 3 Will any items or services sold at your event present any unique liability issues? (massage, pony rides, tattooing, piercing etc.) No Yes	Does your event include food trucks? X No Yes If yes, how many?
If yes, how many?	
document on site: A Lindsay Fire Department Inspection may be required (for a fee). What method(s) will be used? Image: Gas image	Will any of the food vendors or food trucks be cooking or heating food on-site? 7
What is your plan for disposing of grease, charcoal and/or wastewater? Each vendor will responsible for their own clean up; We have clean up crews who will police the entire area after the event to make sure everything is taken care of. Does your event include merchandise vendors? No XYes If yes, how many? Does your event include information vendors? No XYes If yes, how many? Will any items or services sold at your event present any unique liability issues? (massage, pony rides, tattooing, piercing etc.)	
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Does your event include merchandise vendors? No XYes If yes, how many? 3 Does your event include information vendors? No XYes If yes, how many? 3 Will any items or services sold at your event present any unique liability issues? (massage, pony rides, tattooing, piercing etc.)	We have clean up crews who will police the entire area after the event to make sure eventthing is taken care of.
Will any items or services sold at your event present any unique liability issues? (massage, pony rides, tattooing, piercing etc.)	2
(massage, pony rides, tattooing, piercing etc.)	Does your event include information vendors?No XYes If yes, how many?3
If yes, explain:	
	If yes, explain:

Certified Farmers Market

A certified farmer's market⁸ is a location where agricultural products are sold by producers directly to consumers or to individuals, organizations or entities that subsequently sell or distribute the products directly to end users.

⁸Additional Permit Required: The California Department of Food and Agriculture (CDFA) governs the Certified Farmers Market Program and Tulare County Environmental Health. Visit https://www.cdfa.ca.gov/egovJfarmersmarket for information pertaining to the CFDA's laws and regulations. Please contact Tulare County at (559) 624-7400 or visit https://tularecountyeh.org/eh/ for licensing information.

Waste Management/Recycling

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition.

Should you fail to perform adequate cleanup or damage occurs to City property, you will be billed at full recovery rates, plus overhead for cleanup and repair. In addition, such failure may result in denial of future approval for a Special Event Permit or the requirement of a cash deposit or bond. The City may charge a damage deposit of up to \$5,000 for events with a history of damage or waste problems or for those events with the potential for damage or significant waste.

In an effort to make our City more sustainable, you as the event organizer are responsible for providing a sufficient number of garbage, organics, and recycling receptacles at your event. The City of Lindsay does not provide commercial waste or recycling services. Mid Valley Disposal provides these collection services throughout the City. Please ask the Department of City Services for their contact information.

Restrooms

You are required to provide restroom accommodations for event attendees. Depending on the location of your event, you may need to rent portable restrooms and hand washing stations. The City of Lindsay recommends one portable toilet per every 100 anticipated attendees, or portion thereof. When portable toilets are provided, at least one toilet at each location must be ADA accessible. Where multiple toilets are clustered at a single location, 5% of the toilets at each cluster must be ADA accessible.

The total number of portable toilets you provide should also take into consideration event duration, whether alcohol and/or food will be served, if children are attending the event and patron gender (women require more facilities then men). Visit http://unitedsiteservices.com/uses-and-planning/special-events/planning-tool to help you determine how many toilets and handwashing stations you should provide based upon your unique event plan.

Marketing/Advertising/Promotions

Please ensure that you have conditional approval before you begin to market, advertise, or promote your event. Acceptance of the Special Event Permit Application is not a guarantee of the date or location nor automatic approval of your event. Once you have conditional approval you may proceed to market, advertise, or promote your event at your own risk. However, if the permit is not granted and the event is therefore cancelled, you may not hold the City of Lindsay responsible or liable for any of the costs incurred from your marketing, advertising or promotions.

Applicants may not use the City of Lindsay's logo for promotional purposes unless authorized by the City Council.

Do you plan to place signs or hang banners on City property? ⁹ [If yes, please explain:	No 🔀 Yes
Signs on the windmill	

9Additional Permit Required: Please contact Planning at (559) 562-7102 ext 8041 for information regarding signage in City limits.

Notification

An event can change the normal flow of residential and business activity, potentially causing a negative impact to the community. As the event organizer, you are responsible for notifying those residents and businesses that will be impacted by your event. If your event involves a street closure, amplified sound (more than announcements or music from a boom box), pyrotechnics, the sale of alcohol, or you anticipate more than 500 attendees at the event during peak time, you will be required to notify, in writing, all residents and businesses residing within a two City block radius or 300 feet surrounding the event venue and/or route at least 30 days prior to the event. You can distribute the notification door to door or mail it to the impacted area. The City of Lindsay can provide a database of addresses if requested.

Door to door written notification may not be practical for all event venues. Under some circumstances (for example apartments or office buildings with numerous tenants) the City will allow you to use an alternate method of notification, such as email blasts or posting the notification on a community or shared board. Arrangements must be made with the Property Manager.

Notification must include the following information:

- 1. Name of event
- 2. Location of event (include route if applicable)
- 3. Event hours
- 4. Street closure times and detours (if applicable)
- 5. Anticipated attendance
- 6. Use of amplified sound or pyrotechnics (if applicable)
- 7. Event organizer contact for further information or queries

A copy of the notification must be pre-approved by City Services and Planning before distributing.

To complete the notification requirement, you must submit a copy of the approved notification and the method and date the notification was distributed to Planning. You, as the event organizer, are responsible for all printing and distribution costs.

Advisory signs are another method of notification that will be required for all events that impact a major use roadway. The applicant will be provided with a list of required advisory signs and placement specifications. You, as the event organizer are responsible for providing and placing advisory signs.

Advisory signs must meet the following Manual on Uniform Traffic Control Devices (MUTCD) standards:

- Must be orange with black lettering and include the date and length of street closure and contact information of eve organizer
- Must be posted 48 hours prior to the event date
- Must be professional in appearance
- Must not exceed 16 square feet
- Must have a minimum letter size of 2.5 inches
- May not be attached to traffic control signs or other authorized highway signs
- Must be located a minimum distance of 30 feet from street intersection
- Must be removed within one day following the conclusion of the event

Indemnity

Applicant and/or the sponsoring organization shall defend, indemnify, and hold harmless the City of Lindsay, its officials, agents, employees and volunteers from and against all actions, losses, damages, liability, costs and expenses of every type and description, including, but not limited to, attorney's fee, to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, in whole or in part, the acts or omissions of the applicant, sponsoring organization, or its officers, agents, employees or volunteers directly or indirectly arising from the exercise of the authority under the Special Event Permit.

Insurance

Verification of insurance must be submitted along with the Special Event Application. You must submit two documents to satisfy insurance requirements:

1. Certificate of Insurance documenting General Liability insurance coverage in the amount of not less than \$1 million per occurrence and \$2 million in the Aggregate submitted for the event date and any set-up and/or tear down dates.

The standard proof of insurance is the ACORD certificate form

The name of the insured, the insurance carrier, the policy number, coverage limits, and effective and expiration. dates for the coverage must be stated on the certificate of insurance

- If alcohol will be sold or consumed at the event, \$1 million in liquor liability insurance is required
- Insurance certificates must be signed by an authorized representative of the insurance carrier. Electronic signatures are acceptable
 Class IV and V events require \$2 million General Liability and \$3 million Aggregate insurance

Events classified by Staff as "high risk" require \$3 million General Liability and \$6 million Aggregate insurance

2. An Additional Insured Endorsement is required to reflect that the insurance policy has been amended to include the City of Lindsay as an additional insured.

- · The Additional Endorsement must reference the policy number as it appears on the certificate
- "The City of Lindsay, its officials, agents, employees and volunteers" must be named as additionally insured on the Additional Insured Endorsement

Your permit will not be issued until both the Certificate of Insurance and Additional Insured Endorsement have been received.

Signature

I have read the rules and regulations contained in this document and agree to abide by these rules and regulations. I am duly authorized by the Organizer or Sponsoring Company to submit this application on their/its behalf and agree to be financially responsible for any fees and costs that may be incurred by or on behalf of the event in the City of Lindsay. I certify that the information that I have provided on this application is true and to the best of my knowledge. If the event details change, I agree to submit a revised application or provide additional information in writing at least 10 days prior to the event.

Name (pleas	e print) Doug Del	-eo
Sig	nature	
		ctronic signature, I agree to all the terms and conditions that may apply to the ss and agree that all information contained in this application is true and
Date	9/18/23	Driver's License Number ¹⁰

IOAdditional Permit Required: Please attach a current copy of your Driver's License or California ID to completed application.

Form Of Payment

A non-refundable application fee of \$50 is due at the time you submit your application. Your application is not considered complete until this fee is received. Permit fees are due 60 days in advance of your event. Applications submitted within 60 days of an event require a \$50 non-refundable late processing fee in addition to the \$50 application fee and permit fee payment in full. Checks must be made payable to "City of Lindsay" and will not be accepted less than 30 days prior to the event.

Please indicate the type(s) of payment method you wish to use:

- Cash must be presented to clerk
- Personal/Business Check attach or present to clerk
- Money Order/Cashiers Check attach or present to clerk
- Visa/MasterCard/Discover must be present when applying

Refund Policy

Any refunds due, less the non-refundable application fee and late application fee if applicable, will be processed and mailed within 21 business days of the event or cancellation. Payments made by cash or check will be refunded with a check. Payments made by credit card will be returned to the credit card.

Checklist

Thank you for completing the Special Event Permit Application. Before you submit your application to the City of Lindsay, Planning Department, please make sure you have completed the following steps:

Signed AND dated your application

Attached your event site map (and route map if applicable)

Included the \$50 non-refundable application fee. If you are submitting less than 60 days prior to the event date, please include a \$50 non-refundable, late processing fee (for a total of \$100 in application fees) AND the permit fees based on your anticipated attendance

Attached a copy of your current Driver's License or California ID

Submitting Your Application:

All applications must be submitted at least 45 days prior to the event date via:

Mail:

City of Lindsay Attn: Planning 150 N Mirage Ave. Lindsay, CA 93247

Email: ccannon@lindsay.ca.us

In person: City of Lindsay 150 N Mirage Ave. Lindsay, CA 93247 Hours of Operation: Monday through Friday, 8am to 5pm; Closed for lunch from 12pm to 1pm

Questions?

Please call Planning at (559) 562-7102 ext. 8041 or email ccannon@lindsay.ca.us

Best wishes for a successful event!



September 20, 2023

To the Lindsay City Council:

This letter is from the board of directors of the Lindsay Rib Cook Off. Our event will be held in downtown Lindsay on Saturday, November 4, 2023. This will be our 13th annual rib cook off and the citizens of Lindsay are the main recipients of our donations.

We acquired non-profit status from the Internal Revenue Service in August of 2019, and are now a 501 (c) (3) public charity whose proceeds directly benefit several Lindsay groups. These include the Lindsay Reserve Officers Santa Night, Lindsay High School sports teams, Healthy Start, the Kiwanis, J.J. Cairns H.S. student government, and student scholarships as well as a few others.

We are asking the City Council to waive all accumulated fees as referenced in the Fee Breakdown. We appreciate the city's role in assisting us with all of our past events and look forward to many more years of working together for the good of the people of Lindsay. Thank you for your consideration of this request.

Sincerely,

Bruce Watts Secretary Lindsay Rib Cook Off

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: AUG 1 4 2019

LINDSAY RIB COOK OFF 560 MOUNTAIN CIRCLE LINDSAY, CA 93247-0000

and an over

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149 T

Employer Identification Number: 83-3987321 DLN: 26053614003479 Contact Person: ID# 31954 CUSTOMER SERVICE Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: - 509 (a) (2) Form 990/990-EZ/990-N Required: Yes Effective Date of Exemption: February 8, 2019 Contribution Deductibility: Yes Addendum Applies: No

Dear Applicant:

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* S.

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

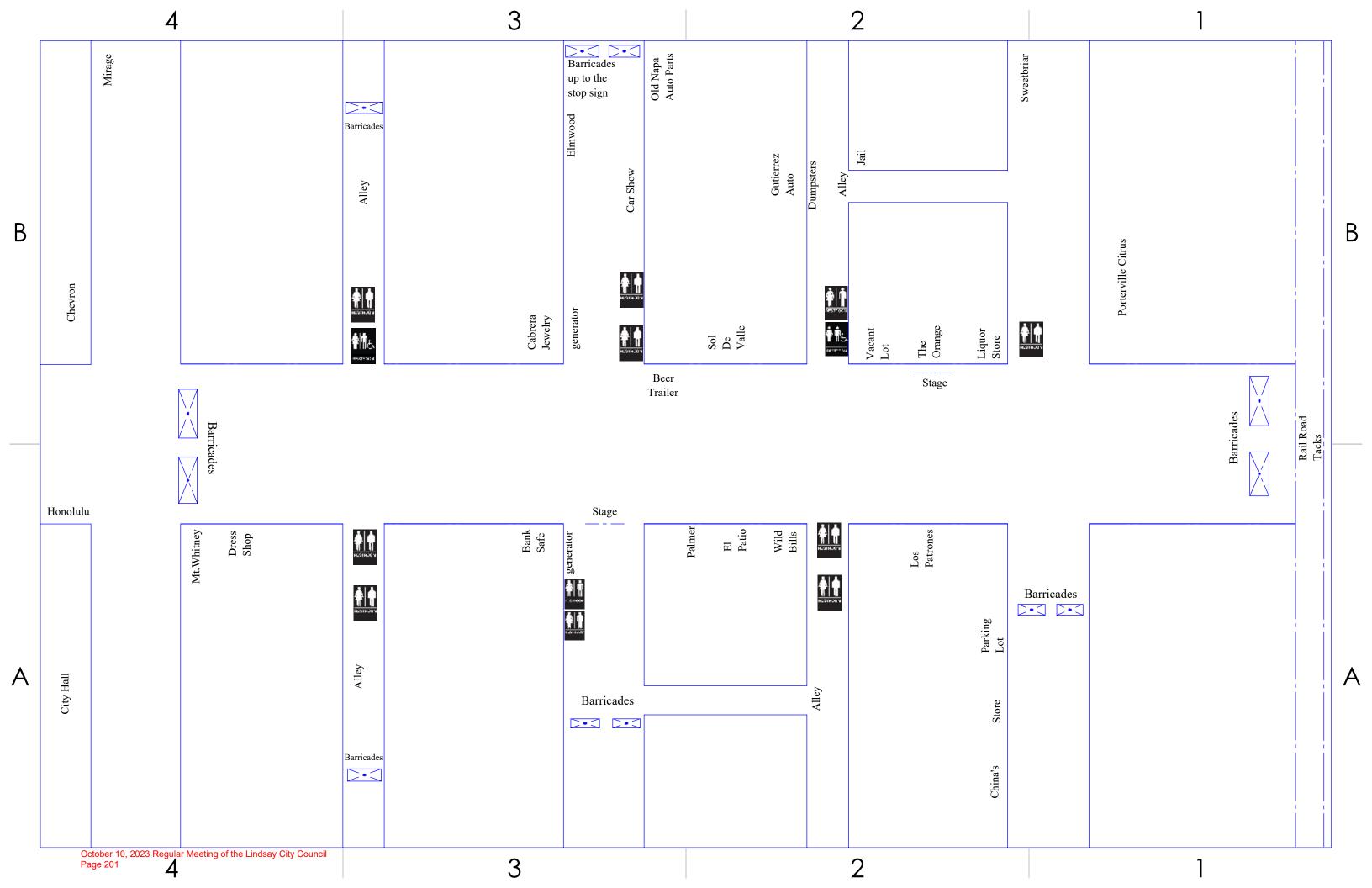
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

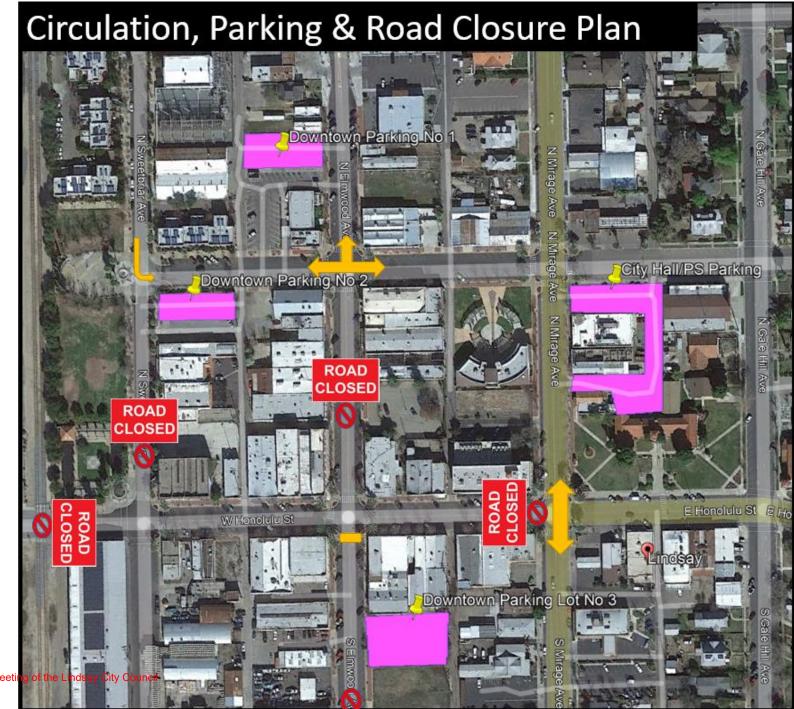
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

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October 10, 2023 Regular Meetin Page 202 Services for Rib Cook Off Event

Thomas Hamon <thomash@midvalleydisposal.com>

Mon 9/25/2023 9:22 AM

To:Araceli Mejia <amejia@lindsay.ca.us> Cc:Edna Hubbard <EHubbard@lindsay.ca.us>;Neyba Amezcua <NAmezcua@lindsay.ca.us>;Isaac Kulikoff <isaack@midvalleydisposal.com>;Alfredo Alvarez <alfredoa@midvalleydisposal.com>

Araceli,

This is email is to confirm Mid Valley Disposal will be donating a 20YD roll off box for the November 4th Rib Cook Off Event. We will also be donating 10-15 event boxes. Box and material will be dropped off November 3rd and picked up November 6^{th} . Let me know if you need any more information.

Thank you.



Thomas Hamon | Recycle Program Manager Office address: 1707 E. Goshen Ave. Visalia, CA 93292 Office: (559) 960-9716 "Service, Education, Involvement Integrity"

"Service, Education, Involvement, Integrity"

ACORD [®] CERTIFICATE (ITY INS	URANC	E		
					09/22/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INS If SUBROGATION IS WAIVED, subject to the terms and com- this certificate does not confer rights to the certificate holder	ditions of the po in lieu of such er	acy, certain p ndorsement(s)	olicles may	require an endorse	ment. A statement on	
PRODUCER	CONT	ACT Matthew	Boles			
W.S. Palmer Company Inc	PHON (A/C	E No, Ext): (559)5	62-2522	FAX (A/C,	Nc); (559)562-2125	
111 W. Honolulu St	E-MA ADDF	Ess: Matthew	@palmerca.c	om		
PO Box 549		2.02.			NAIC #	
Lindsay CA 93	3247 INSU	RERA: Monarc	hE&S		00000	
INSURED	INSU	RER B :				
LINDSAY RIB COOKOFF	INSU	RERC				
560 MOUNTAIN CIRCLE	INSU	RER D :				
	INSU	RER E :				
Lindsay CA 93	3247 INSU	RER F :				
CERTIFICATE NUMBER				REVISION NUMBER	<u>}:</u>	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURAN EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOW	CONDITION OF A	Y THE POLICIE REDUCED BY	PAID CLAIMS			
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CERTIFICATE HOLDER		ACELLA HON	2			
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.			BE CANCELLED BEFORE LL BE DELIVERED IN			
	AUTH	AUTHORIZED REPRESENTATIVE				
PO BOX 369	25	at the take				
LINDSAY CA 9	3247					
Eax: Email:		© 19	88-2015 AC	ORD CORPORATIO	N. All rights reserved.	

ACORD 25 (2016/03)10, 2023 Regular Meeting of the Lindsay City Council Page 204

State of California CATERING AUTHORIZATION APPLICATION

Department of Alcoholic Beverage Control

Fees are generally non-refundable. Please review Form ABC-218 INSTR before submitting this application.

UCENSE NUMBER 48-58-589867 RECEIPT NUMBER

			TOTAL FEE			
	8		\$			
SECTION 1			12			
1. LICENSEE NAME(S) (If an individual, first name, middle name, last name.) Johnny M. Estrada						
2. CONTACT PERSON 3. CONTACT PHONE NUME	4. CONTACT EMAIL ADDRESS					
Johnny Estrada						
5. LICENSED REMISES ADDRESS	6. MAILING ADDR	ESS (IF DIFFERENT)				
7. EVENT LOCATION (Street number and name, city, zip code)	544 CA, 93247					
Honolul u & Elmwood L.	nd SAY CA 93247 nty/city park, etc.)					
Road in Front of The O	10. EVENT DATE(S)					
Yes No	11/4/22	3	11. TOTAL NUMBER OF DAY(S)			
From 9 Am To 5 Pm			14. ESTIMATED DAILY ATTENDANCE			
SECTION 2	CATERING EVENT					
15. EVENT TYPE Convention Trade Exhibit	Social Gathering	Anniversary	16. NUMBER OF EVENTS CATERED THIS YEAR AT THIS LOCATION (Not applicable to club			
Sporting Event Picnic	Wedding	Birthday	licensees)			
Other Rib Cook C	off					
17. ORGANIZATION SPONSORING EVENT		18. PERSON IN CHARGE				
Lindsay Rib Cook - (3FF	Johnny	Estrada			
172 Mains Abbress /	len. CN 93247	20. PHONE NUMBER OF	BOVE PERSON			
SECTION 3 EVENT AUTHORIZED	PURSUANT TO BUSINESS A	ND PROFESSIO	NS CODE SECTION 25600.5			
21. SUPPLIER NAME		22. SUPPLIER LICENSE				
23. SUPPLIER CONTACT PERSON		24. SUPPLIER CONTAC	PHONE NUMBER			
SECTION 4						
I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.						
LICENSEE SIGNATURE			DATE SIGNED 9/25/23			
SECTION 5 LOCAL LAW ENFORCEMENT AGENCY APPROVAL (IF APPLICABLE)						
SIGNATURE	TITLE		DATE SIGNED			
SECTION 6 AUTHORIZATION (For ABC Use Only)						
PROPERTY OWNER APPROVAL REQUIRED CONDITIONS/ACKNOWLED			LAW ENFORCEMENT APPROVAL REQUIRED			
Yes, attached No Yes, attached	No Yes, attache	ed 🗌 No	Yes No			
DISTRICT APPROVAL BY (Name)	ABC EMPLOYEE SIGNATURE		DATE SIGNED			

ABC-21 Arep 87/24, 2023 Regular Meeting of the Lindsay City Council Page 205



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED									
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
this certificate does not confer rights to PRODUCER	the cer	rtific	ate holder in lieu of such	CONTA					
Tagrisk LLC			·	NAME: PHONE	(000) /	75-1553	FAX	(714) 6	613-0711
17011 Beach Blvd. Suite 205				(A/C, No E-MAIL	<u>, EXI):</u>		(A/C, No):	(/ 14) (10 0/11
				ADDRE	oo. °		DING COVERAGE		NAIC #
Huntington Beach			CA 92647	INSURE	D. ulia ata	n Insurance C			NAIC #
INSURED				INSURE					
Johnny M Estrada, DBA: Orang	e Bar		•	INSURE					
172 West Honolulu Street			-	INSURE					
				INSURE	RE:				
Lindsay			CA 93247	INSURE	RF:				
	-		IUMBER: 23-24 Catering				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF I INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REMENT AIN, THE LICIES.	T, TEI E INSI LIMI ⁻	RM OR CONDITION OF ANY (URANCE AFFORDED BY THE	CONTR/	ACT OR OTHER ES DESCRIBE ED BY PAID CI	R DOCUMENT V D HEREIN IS SI _AIMS.	VITH RESPECT TO WHICH T	HIS	
INSR TYPE OF INSURANCE	ADDL SU INSD W	VVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
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							PRODUCTS - COMP/OP AGG Liquor Liability	\$ 1,00	
		-					COMBINED SINGLE LIMIT	\$.,00	0,000
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OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
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ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Event Date: 11/04/2023 Insurable Interest: Additional Insured Certificate holder is listed as additional insured per the attached policy endorsement.									
CERTIFICATE HOLDER CANCELLATION									
City of Lindsay SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE City of Lindsay THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 251 E Honolulu St ACCORDANCE WITH THE POLICY PROVISIONS. PO Box 369 AUTHORIZED REPRESENTATIVE Lindsay CA 93247					DBEFORE				

ACORD 25 (2016/03) r 10, 2023 Regular Meeting The ACORD pairs and togo are registered marks of ACORD Page 206

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To Department of City Services and Planning City of Lindsay 150 N Mirage Ave. Lindsay CA, 93247

RE: Indemnity Letter

To whom it may concern,

Promoter and/or Vendor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Promoter and/or Vendor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Promoter and/or Vendor, its officers, agents, or employees under this Agreement arising out of the event.

Regards,

Bu Water

Bruce Watts Rib Cook-Off Committee Secretary (559)731-7640



BANNER APPLICATION

Requirements to Hang Banners on City Owned Property:

- Banners must pertain to a festival, spectacle, and any civic event held by any nonprofit
 organizations within the City of Lindsay.
- Banners must list the start and end dates of the festival, spectacle, or other civic event.
- Banners must meet the minimum size requirement without exceptions.
- Banners may be installed no sooner than thirty (30) days prior to the beginning of the event.
- Banners will be removed no later than five (5) days after the completion of the event.
- Banner hanging requests will be placed on a first-come, first-served basis based on the availability of location.
- Upon receiving banners, City Services shall have three (3) to four (4) business days to install at the requested location(s).
- Banner Applications will be approved based on the following priorities:
 - City sponsored
 - o City co-sponsored
 - o Application received date

The Applicant is required to:

- Submit a completed Banner Application at least 40 days in advance of proposed installation.
 - o <u>Please note</u> that there is no fee to submit the application or to install the banners.
 - If banners are not received five (5) days prior to the proposed installation date, the City may require a payment from the applicant, based on staff costs to complete the installation.
- Submit for approval, a layout of the proposed banner including artwork and wording. It is recommended that banners not be ordered or purchased until approval from the City has been received.

Banner Locations:

- Banner Hanging Potential locations:
 - 1. Windmill at Hermosa St. & Elmwood Ave.
 - 2. Lindsay Entrance Sign.
 - 3. HWY 65/Hermosa St. Lawn.
 - 4. Soccer Complex fence at Tulare Rd. and Elmwood Ave. intersection (Northwest corner).
 - 5. Soccer Complex fence at Tulare Rd. and Sequoia Ave. intersection (Northeast corner).
- Banners must meet minimum size requirements of each location. See attached picture with size requirements.
 - 1. Windmill at Hermosa St. & Elmwood Ave.: Can be rectangle or trapezoid shape.
 - Lindsay Entrance Sign: Must be rectangular shape and must be double sided. Soccer Complex fence at Tulare Rd. and Elmwood Ave. intersection (Northwest corner): Must be rectangular shape.
 - Soccer Complex fence at Tulare Rd. and Sequoia Ave. intersection (Northeast corner): Must be rectangular shape.

FOR ADDITIONAL QUESTIONS REGARDING BANNER PERMITS, PLEASE CONTACT THE CITY SERVICES & PLANNING DEPARTMENT AT (559)562-7102 OPTION 4



BANNER APPLICATION

APPLICANT INFORMATION:	
Bruce Watts	9/18/23
Name of Applicant	Date
Address	
	Bruce Watts
Phone Number	Name of Contact Person
THORE FUILIBLE	Name of Contact Person
Mailing Address (if different from applicant address)	
EVENT INFORMATION:	
	Street Festival
Lindsay Rib Cook OFF Event Name	
Event Name	Event Type
EVENT DATES:	
From: Nov. 4 2023 To:	Nov. 4 2023
BANNER HANGING TIME PERIOD REQUESTED:	
	Nov. 6 2023
Installation Date	Removal Date
DESIRED LOCATION FOR INSTALLATION:	
Windmill North South West East	
DEntrance Sign	

Please submit a completed application to the City Services & Planning Department. For and application to be deemed complete, the detailed location list and color graphic of the banner (including text and dimensions) must be attached to the application. Application submittal and questions can be directed to

Director of City Services & Planning Neyba Amezcua, 150 N. Mirage Ave., Lindsay CA. at

I acknowledge that I have read and understand the City of Lindsay's banner application guidelines and that the application submitted is true and correct.

101

Signature of Applicant

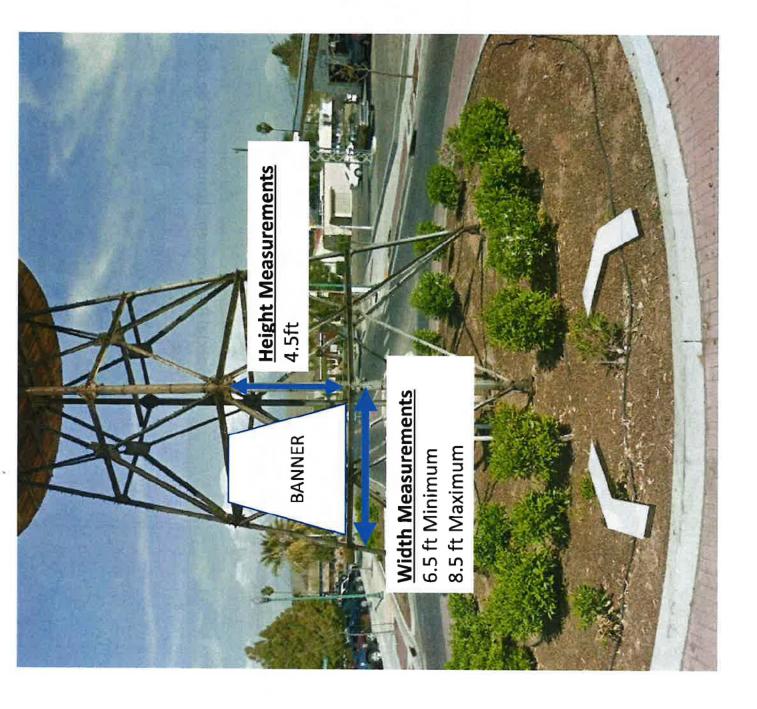
<u>9/18/23</u> Date

FOR ADDITIONAL QUESTIONS REGARDING BANNER PERMITS, PLEASE CONTACT THE CITY SERVICES & PLANNING DEPARTMENT AT (559)562-7102 OPTION 4

Sequoia Soccer Complex Elmwood Soccer Complex

namezcua@lindsay.ca.us or (559)562-7102 option 4.





Sequoia Soccer Complex

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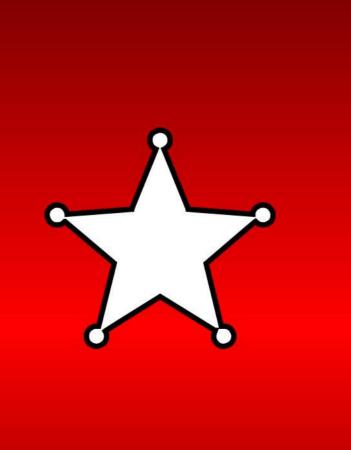
Elmwood Soccer Complex







AUEN FOR KIDS 2023 INDSAY RIB COOK+OFF NOVEMBER 4111 2023







CONTINUNITY EVENT FOOD ORGANIZER APPLICATION FORM

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	calendar days prior to the event start date
Name of Event: Lindsay Rib Cook DF	Date(s) of Event: Nov. 4 to: Nov. 4 2023
	or Inspection Time:
Food Sales Start Time: 12'00 pm Food S	ales End Time: 4-00 pm
Event Address/Location: Downtown / Hondulu St	
Event Organizer: Johnny Estrada	Phone:
Business Mailing Address:	_ City, State, Zip: Lindsurp, CA 93247
Applicant Name (person in charge): Johnny Estra	
Applicant Mailing Address:	City, State, Zip: Livesay, CA 93247
Email Address:	Cell Phone:
EVENT TYPE:	ng/giving away food to the public. Complete the entire application
Exempt Event – Complete the Request for Event Exemption Sec complete the first two sections of this page and attach support	tion below. Note: Exemption applicants are only required to ing documentation as described below.
REQUEST FOR EV Complete this section if you want to apply for an event exemption,	
Attach the following items to this 1" page of the application:	
□ A letter from the Non-Profit 501 (c) 1-10, 19 stating that they will receive <u>all</u> p	ofits from the event. 🗆 A copy of the IRS 501 (c) 1-10, 19 Non-Profit status
Name of 501 (c) Non-Profit Org. receiving all food/beverage sale profits: Lindswy Rib Cock Off	
Address Of 501(c) Non-Profit Organization: City:	State: Zip: CA 93247
P. O. Box 1519	Tax ID: 83-3487321
Lohnny Estrada	te all profit received from the food/beverage sales to the 501(c) Non-Profit
organization listed above. I understand that this permit exemption may only be g period (Health and Safety Code Section 113789).	ranted for an occasional event that occurs not more than 3 days in any 90-day
Printed Name: Signal	
Johnny Estrada FOR OFFICE	OSEONLY Collade 912(123
Approved D Not Approved Reason for decision:	0
REHS:	Date: 9/28/2023
EVENT HELD IN: (please mark all that apply)	
🗆 Indoors 🛛 Outdoors 🖓 City Street 🖾 City Park	Private Property Other:
TEMPORARY FOOD FACILTIES (TFF) SITE PLAN	NUMBER OF TFF PER TYPE
Submit a site plan showing the general layout of the event indicating	Temporary Food Single Event Vendor: Low Risk (\$30)
location of the following: 1. Food & Beverage Booths/Food Trucks/Carts 2. Deable Wears Support most on Transient Non-Community Standards	Temporary Food Single Event Vendor: Low Risk (\$30) Moderate Risk (\$61)
Submit a site plan showing the general layout of the event indicating location of the following: 1. Food & Beverage Booths/Food Trucks/Carts 2. Potable Water Supply meeting Transient Non-Community Standards 3. Toilet and Handwashing Facilities (quantity of each) 4. Trash Disposal Containers (quantity) 5. Location of Shared Warewashing Facilities 6. Location of Animals, Rides, Attractions 7. Janitorial Facilities	High Risk (\$91)
Location of Shareq Warewashing Facilities Location of Animals, Rides, Attractions Location Jacilities	Veteran Exemption:
Note: Include distances of toilet facilities and animals from food	Iulare County Permitted Mobile:
Note: Include distances of toilet facilities and animals from food booths. Toilets should be located within 200 feet, and animals should be 20 feet away from food/beverage facilities at all times.	Temporary Food Multi Event Annual Vendor(s): Tulare County Annual prepackaged/Food Sampling:
	Tulare County Annual prepackaged/ rood Sampling. Total TFF:
(OFFICE USE ONLY) Payment Type: FA: Rece	ipt #: OA Initials: Paid Amount:

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STAFF REPORT

TO:Lindsay City CouncilFROM:Neyba Amezcua, Director of City Services & PlanningDEPARTMENT:City Services & PlanningITEM NO.:9.3MEETING DATE:October 10, 2023

ACTION & RECOMMENDATION

Consider the Approval of Lindsay-Strathmore Irrigation District's Request to Connect Seven (7) of their Existing Residential Accounts to the City Water System on Bellah Avenue.

BACKGROUND | ANALYSIS

Lindsay-Strathmore Irrigation District (LSID) has submitted a letter requesting the connection of seven (7) residential properties outside of City limits. *Per Lindsay Municipal Code Chapter 13.04.300 Service Outside City: All water services outside the city limits are subject to council approval.*

LSID has received grant funding to make several improvements to their system and have contracted with Provost & Pritchard Consulting Group (P&P) to explore viable options to make the improvements through their system. The properties East on Bellah Avenue, North of Hickory Street have been identified as "High Priority" as part of these improvements' effort. These properties are currently served by LSID with non-potable water and are located just outside of City limits.

The City has an 8-inch water line within 30 feet of the current LSID water line which requires replacement/improvements.

P&P and LSID have explored several options to replace the old/leaky main line serving the subject properties but have concluded that the most viable course of action is to transfer those properties to the City Water System. The old LSID leaky water line has damaged the City street due to several leaks in the past few years and a new line is needed to protect the integrity of the street. Furthermore, LSID does not provide potable drinking water whereas the City does. The State of California has made it very clear that anytime there is a possibility of transferring irrigation district accounts to potable drinking providers, it must be done. In addition, if LSID were to install a new pipe, the new pipe would need to be placed underneath the railroad on Bellah Avenue and the cost and time would be too high. If the City Council approves the connection of these seven (7) properties to the City's water system, LSID would agree to repair half of the street and install curb & gutter on the East side of Bellah Avenue. Curb & Gutters will ensure the stability of the street shoulder and protect the street from deterioration. LSID will be responsible for all costs associated with completing this project.

List of Affected Properties:

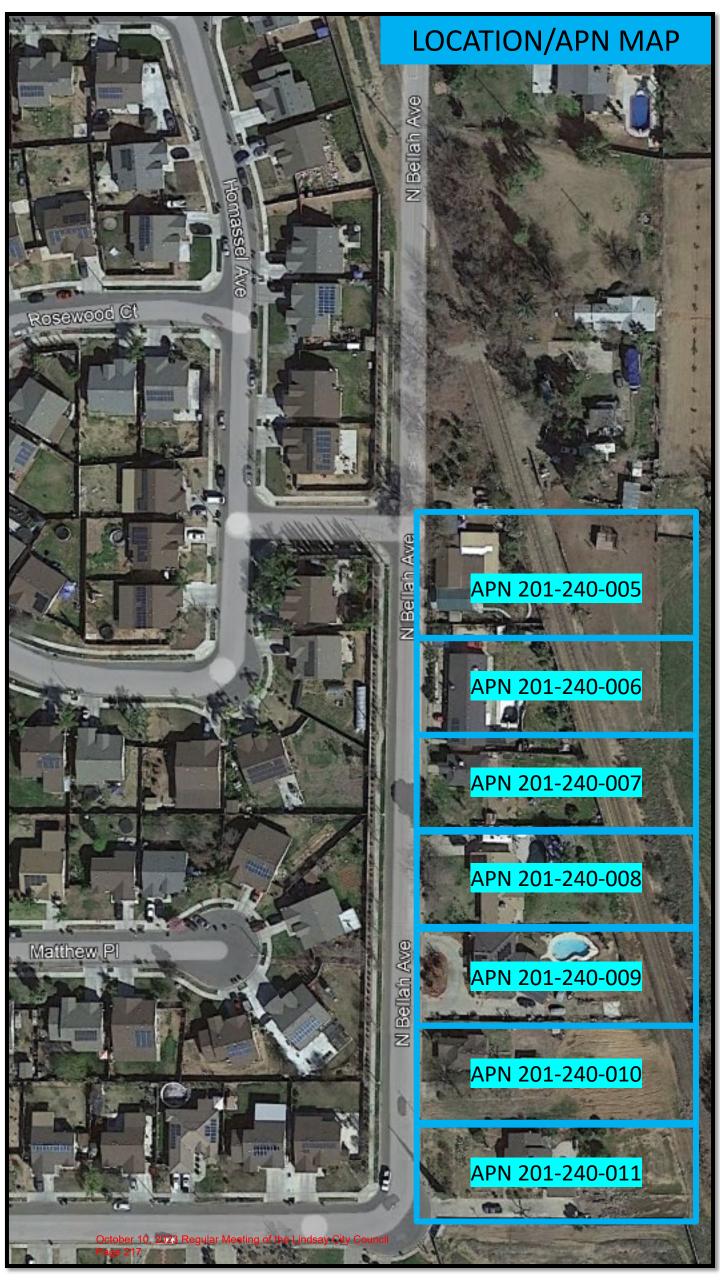
- 1. Clara & Richard Gomez, APN 201-240-011
- 2. Clara & Richard Gomez, APN 201-240-010
- 3. Clara & Richard Gomez, APN 201-240-009
- 4. Sherry Hernandez, APN 201-240-008
- 5. Maria Esther & Martin Servin, APN 201-240-007
- 6. Elmira Valdez, APN 201-240-006
- 7. Bertha & Issac Nerto, APN 201-240-005

FISCAL IMPACT

Should this action be approved, the City will benefit from revenues deposited into the WATER FUND.

ATTACHMENTS

- Location/APN Map
- LSID Letter





P.O. Box 846 • Lindsay, CA 93247 • Phone: (559) 562-2581 • Fax: (559) 562-3882 • www.lsid.org

September 29, 2023

City of Lindsay 251 E. Honolulu Street Lindsay, CA 93247 Attention: City Council

Re: Connection to City of Lindsay Water

Dear Honorable Council Members:

The Lindsay-Strathmore Irrigation District ("District") is currently developing plans for its Phase II USDA Water Main Replacement Project. One of the areas identified as "High Priority" is a short section of Bellah Avenue, between Hickory Street and Plum Street. There are seven (7) single family residential properties located along the proposed replacement area. These residential lots range in size from 0.20 ac. up to 0.55 ac. To replace this water main, the District will be required to bore under the Burlington Northern and Sante Fe Railroad Right of Way. This will add significant cost and will result in the continued supply of non-potable water for those customers.

In an effort to reduce costs and to provide potable drinking water to those customers, the District requests that the City of Lindsay agree to provide water service to the properties identified in Attachment "A". In exchange for providing the requested water service, the District agrees to provide the following:

- A. Install new water services, meters, and meter boxes to City of Lindsay Standards;
- B. Install new curb and gutter along the frontage of subject properties to the greatest extent possible, location to be determined in coordination with City of Lindsay;
- C. Install new paving (northbound lane) along the frontage of the subject properties;

I hope this information is sufficient. If you need any additional information, please feel free to contact me at (559) 562-2581.

We look forward to working together with the City.

Sincerely,

Cray M. Wallace

Craig N. Wallace General Manager Lindsay-Strathmore Irrigation District 23260 Round Valley Drive Lindsay, CA 93247 Office: (559) 562-2581 Fax: (559) 562-3882 Email: cwallace@lsid.org

ATTACHMENT "A"

- 1. 1132 N. BELLAH AVENUE
 - a. APN: 201-240-011
 - b. 0.55 AC
- 2. 1146 N. BELLAH AVENUE
 - a. APN: 201-240-010
 - b. 0.48 AC
- 3. 1164 N. BELLAH AVENUE
 - a. APN: 201-240-009
 - b. 0.38 AC
- 4. 1170 N. BELLAH AVENUE
 - a. 201-240-008
 - b. 0.36 AC
- 5. 1190 N. BELLAH AVENUE a. APN: 201-240-007 b. 0.23 AC
- 6. 1208 N. BELLAH AVENUE a. APN: 201-240-006 b. 0.26 AC
- 7. 1222 N. BELLAH AVENUE
 - a. APN: 201-240-005
 - b. 0.20 AC

ATTACHMENT "B"

