



**REGULAR MEETING**

**JOINT SAND CITY COUNCIL AND  
SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY**

**TUESDAY, DECEMBER 15, 2020**

**5:30 PM**

**AGENDA**  
**JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT**  
**AGENCY**

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Regular Meeting - Tuesday, December 15, 2020  
5:30 PM

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**THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.**  
**TO PARTICIPATE IN THE ZOOM COUNCIL MEETING LIVE:**

**<https://us02web.zoom.us/j/4417277342>**

**Meeting ID: 441 727 7342#**

**To participate telephonically by calling the number below:**  
**(669) 900-6833**

**Meeting ID: 441 727 7342#**

**If prompted to enter a participant ID, press #**

**How to submit written Public Comments:**

If any member of the public would like to provide written comments at the meeting, please do as set forth below.

Written: All comments received before 8:00 am the day of the meeting will be posted on the City's website as "Correspondence" under the relevant agenda item and provided to the City Council members at the meeting. Please email your comments to [connie@sandcityca.org](mailto:connie@sandcityca.org).

Read Aloud During the Meeting: Email your comments to [aaron@sandcityca.org](mailto:aaron@sandcityca.org) when the Mayor opens the public comment period for the relevant agenda item; please indicate the agenda item and title in your email subject line. If you want your comment read aloud, prominently write "Read Aloud at Meeting" at the top of the email and your comments will be read into the record (not to exceed three minutes at staff's cadence).

DURING EACH MEETING, members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the Brown Act at the number provided above.

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- 1. ROLL CALL**
- 2. ANNOUNCEMENTS BY MAYOR , CITY ATTORNEY, AND CITY STAFF**

- 2A. City Manager Memo. December 2020  
[CityManagerMemo.pdf](#)  
[Sand City Covid Compliance - November 2020.pdf](#)

### 3. COMMUNICATIONS

Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency.

The City Council Chambers podium is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

### 4. ELECTIONS

- 4A. Approval of City RESOLUTION Declaring the Results of the November 3, 2020 General Municipal Election  
[Declaring the Results of the November 3 Election.pdf](#)

### 5. SWEARING IN CEREMONY OF NEW CITY COUNCIL

- 5A. Swearing in Ceremony of Elected Officials
  - 1) Mary Ann Carbone, Mayor
  - 2) Gregory Hawthorne and Kim Cruz, Council Members

Certificates of Election and Oath of Office

[Certificate of Election and Oath of Office. MAC.pdf](#)

[Certificate of Election and Oath of Office. KCruz.pdf](#)

[Certificate of Election and Oath of Office. GHawthorne.pdf](#)

### 6. CONSENT CALENDAR

The Consent Agenda consists of routine items for which City Council approval can be taken with a single motion and vote. A Council member may request that any item be placed on the Regular Agenda for separate consideration. A Council member may request that any item be placed on the Regular Agenda for separate consideration.

- 6A. Approval of December 1, 2020 Sand City Council Meeting Minutes  
[12.01.20 Minutes.pdf](#)
- 6B. Approval of City RESOLUTION Making Re-Appointments of Greg Hawthorne and John Lewis to the Sand City Design Review Committee until January 31st of 2023 (Hawthorne & Lewis)  
[DRC renewal appointments 2021 to 2023.pdf](#)
- 6C. Approval of City RESOLUTION of Amendment #2 to the Subrecipient Agreement between the County of Monterey and the City of Sand City for the CDBG Year 2018-2019 Calabrese Park Project

[Staff Report. CDBG Amendment 2 to the Subrecipient Agreement.pdf](#)

- 6D. Approval of City RESOLUTION Updating the Appointments to Various Local and Regional Agencies and Boards Effective January 1, 2021  
[Staff Report Appointments List for 2021.pdf](#)

## **7. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

## **8. PRESENTATION**

- 8A. Discussion regarding Cannabis Prohibition presented by Mark Sisco { 10 minutes}  
[Cannibis Project Scope. Sand City.pdf](#)

## **9. PUBLIC HEARING**

- 9A. SECOND READING: ORDINANCE Amending Ordinance 06-02, which Reclassified Property at 1875 Ocean View Avenue from High Density Residential (R3) to Medium Density Residential Planned Unit Development (R2-PUD), for Modification of Building Setbacks  
[Kilpatrick deck ORD 2nd reading \(1\).pdf](#)

## **10. NEW BUSINESS**

- 10A. Approval of City RESOLUTIONS Recognizing Sand City Staff Member(s) of the Year and Employee Years of Service  
[Resolution Recognizing Employee Years of Service 2020.pdf](#)  
[Employee of the Year. C.Browning.pdf](#)  
[Employee of the Year. FMenezes.pdf](#)
- 10B. Consideration and Approval of the Sand City Successor Agency RESOLUTION Approving an Administrative Budget for Fiscal Year July 2021 through June 2022  
[Staff Report Approving the SA Administrative Budget for FY 21.22.pdf](#)
- 10C. Consideration and Approval of Successor Agency RESOLUTION Approving the Recognized Obligation Payment Schedule (ROPS) for July 2021 through June 2022 (ROPS 21-20A and ROPS 21-22B)  
[Sand City ROPS 21-22.pdf](#)

## **11. CLOSED SESSION**

A. City Council/ Successor Agency Board to adjourn to Closed Session regarding:

- 1) Conference with labor negotiator pursuant to Government Code section 54957.6  
Agency designated representative: Aaron Blair, City Manager/ Vibeke Norgaard, City Attorney  
Employees: Misc. Employees
- 2) Conference with Real Property Negotiator pursuant to Government Code section 54956.8  
Property: APN 011-243-002 and APN: 011-243-006  
Agency Negotiators: Aaron Blair, City Manager/ Vibeke Norgaard, City Attorney

Parties with who Negotiating: California-American Water Company, Inc.

B. Re-adjourn to Open Session to report any action taken at the conclusion of Closed Session in accordance with 54957.1 of the Ralph M. Brown Act

## 12. NEW BUSINESS (continued)

- 12A. Consideration and Approval of City RESOLUTION Adopting the 2020/2021 Salary Schedule  
[Staff Report Salary Steps 20.21.pdf](#)
- 12B. Consideration and Approval of City RESOLUTION Updating the Sand City Personnel Manual  
[Staff Report. Sand City Personnel Manual.pdf](#)
- 12C. Comments by Council Members on Meetings and Item of Interest to Sand City
- 12D. Upcoming Meetings and Events

## 13. ADJOURNMENT

***{Due to the Holiday closure of City Hall, the January 7, 2021 Council Meeting has been cancelled}***

Next Scheduled Council Meeting:  
Tuesday, January 19, 2021  
5:30 P.M.  
Telephonic meeting:  
Dial-in number: (669) 900-6833  
Access code: 441 727 7342#

The current agenda is available in PDF format on our website at:  
[www.sandcity.org](http://www.sandcity.org)

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at 1 Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

**AGENDA ITEM  
2A.**

**City Manager Memo. December 2020**

# MEMO



**To:** Honorable Mayor and City Council Members

**From:** Aaron Blair, City Manager

**Date:** December 8, 2020 (Meeting Date: December 15, 2020)

**Re:** City Manager Update

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*On December 7, 2020 I sent out an updated version of our newsletter utilizing MailChimp. This program allows users to sign up to receive the newsletter each time it is sent out. Feel free to send any topics that you would like for me to include in the monthly newsletter. Attached is a copy of the December newsletter. I will make improvements to the printed version of the newsletter before the next one goes out in January.*

#### *Committee Meetings:*

1. There will be an art committee in the near future (TBD) to review a private mural application.

#### *City CIP Projects:*

1. Electrical Upgrades. Staff reviewed and approved the design for construction. Next step bidding.
2. Catalina Stormwater Grant. Grant awarded. Next steps including moving the design to a 60% completion.
3. Contra Costa Stormwater Grant. Our application was submitted several months ago. We anticipate hearing something related to the grant toward the end of the year.
4. West Bay Repairs. Staff met with the project contractor and designer on 11/23.
5. Calabrese Park. Grant award for playground improvements: \$177,952. CDBG ADA Grant \$90,000.
6. Cal Am/Sand City desal wells.
  - a. We have reached an agreement with CalAm on all the legal aspects of the MOU, and it should be before Council before the end of the year.
  - b. I had a meeting with Cal Am on 12/10 to discuss the Sand City Desal Plant.

7. Pavement Management Plan (PMP) –Staff will be bringing back an implementation plan, necessary funding required for implementation, and FY 20/21 suggested projects.

#### *Sustainable Transportation Plan & Parking Plan*

1. Staff received a received an administrative draft of the parking plan on 11/23. We are currently reviewing this draft.
2. The next staff/EMC meeting is on 12/16.

#### *City Staff*

1. Meetings:
  - a. I will be attending our monthly Monterey Bay Area City Managers meeting on 12/18.
  - b. I continue to attend the bi-weekly CalEOS meetings on COVID-19.
  - c. I participated in the Monterey County Homeless Coalition meeting on 12/3.
  - d. I participated in the MBASIA and AIMS (Insurance) virtual meet and greet on 12/9.
  - e. I will be attending the Monterey County CDBG Action Plan meeting on 12/18.
  - f. Devon has been working with our auditor to prepare for our annual audit presentation, as well as, reviewing draft documents related to the audit.
  - g. I attended an MST/TAMC SURF! Busway Project meeting on 12/10.
2. Our Personnel Manual update has been reviewed by staff and the City Attorney, and is on the 12/15 agenda for approval.
3. The City Attorney drafted the City of Sand City's COVID-19 Prevention Program (CPP) as required by the State.
4. Website & Social Media.
  - a. Our City of Sand City social media accounts continue to grow, and experienced a big jump due to the we. mural festival especially on Instagram. Just a reminder that the City did not have social media accounts until 11/2019. City of Sand City Social Channels. Facebook, Twitter, and Instagram: @SandCityCA
    - i. Facebook: 225 (+7) | Twitter: 89 (+0) | Instagram: 936 (+43)
  - b. The Sand City Art Committee (@SandCityArt) has an account on Instagram which has been active and grew during the mural festival by 200 followers. Sand City Art Committee Facebook has been inactive for some time, but I am working to link it with the Instagram account.
    - i. Facebook: 568 | Instagram: 746 (+18)

#### *Code Enforcement*

1. I continue to work with property owners that have code enforcement issues. We have included code enforcement assistance as a duty within our Building Services.



## Community Development

1. Building Services Department. Staff is working with 4Leaf to make all the necessary changes and upgrades to provide improved building services to the community.
2. Seaside Sanitation Upgrades. The current project should be close to finished by the end of the year. There is a planned sewer upsizing along Ortiz between Contra Costa and Holly. You may see some potholing related to this project in the near future. More information will be forth coming.
3. Public Art & Placemaking:
  - a. we.murals There has been a lot of discussion of making it an annual installation and multiple individuals have expressed a desire to support the event, but at this time no additional funding was allocated in the FY 20/21 budget.
  - b. I have been designing a west end walking map that includes places of interest and all of our public art locations. This will be something that can be available in various locations for individuals to pick up, and could easily be made into wayfinding signs in the West End. A walking tour was including the December E-News.
  - c. We now have 25+ pieces of public art in the West End.  
<https://www.sandcity.org/our-community/west-end-artist-community/public-art>
4. Business Development: Even though we are in a tough environment for business recruitment, I continue to have some solid meetings with prospective business that I believe line up with the vibrancy goal for the West End. Most are a little hesitant due to the current shelter in place restrictions.
  - a. *Alma del Mar at WahineHQ*. Instagram: @wahineHQ
  - b. *Captain and Stoker Coffee*. I am working with them to find a new location within the West End.
  - c. *Monterey Glassworks* - <https://www.facebook.com/MontereyGlassWorks/>  
Glass blowing, events, studio, an classes. Opening before the end of the year. <https://www.montereyglassworks.com>
  - d. I have been communicating with the leasing management at the Sand Dollar shopping center about possibilities and progress being made on the vacant storefront. Sounds like there will be some positive forthcoming announcement of new tenants.

## TASK LIST

### Public Works/Engineering

- Storm water interceptor maintenance contract: RFP (3<sup>rd</sup> quarter)
- CIP-Calabrese Park Improvements A (3<sup>rd</sup> quarter)
- CIP-Pavement Management Program (3<sup>rd</sup> quarter)
- CIP-Edgewater Habitat Restoration (3<sup>rd</sup> & 4<sup>th</sup> quarter)
- CIP-West Bay Street Repair Project (3<sup>rd</sup> quarter)
  - Extension Granted till 12/31/2020
- CIP-West End SW Improvement Projects (TBD)
  - Contra Costa St. (Grant Funding requested)
  - Catalina St. (Grant Funding requested)
- Sand City Water Supply Project (SCWSP) Phase 1 New Wells (2020/21)
- CIP-City Hall Electrical Service Updates (2<sup>nd</sup> & 3<sup>rd</sup> quarter)

### Community Development/Planning

- CIP-Parking Strategy Plan (Implementation Phase)
- Sustainable Transportation Plan (Implementation Phase)
- Accessory Dwelling Units Code Amendment (3<sup>rd</sup> quarter)
- Short-term rental ordinance workshop (3<sup>rd</sup> quarter)
- Fee schedule Update: Fee Study (4<sup>th</sup> quarter)
- CIP-Public Art Program (2<sup>nd</sup> & 3<sup>rd</sup> quarter)
- CIP- iWorQ: (Implementation Phase)
- Building Services RFP (3<sup>rd</sup> quarter)

### Finance/Clerk/HR

- ~~Sales tax initiative: November 2020 Ballot (2<sup>nd</sup> & 3<sup>rd</sup> quarter)~~
- ~~November Municipal Election~~
- 2021/22 Budget & CIP Process (4<sup>th</sup> quarter)
- Personnel Manual Revision (3<sup>rd</sup> quarter)

### Economic Development

- Carroll Property reuse & Art Park Development (2020/21)
- McDonalds Remodel (Permit Review)
- Ocean View Ave at Fell St. SFD (Under Construction)
- 756 California Avenue (Complete)
- 460 Elder Expansion (Permit Review)
- Monterey Bay Shores (Site Work: On Hold)
- 534 Shasta Commercial Building Expansion (Permit Issued)
- Monterey Bay Collection (Permit Review Coastal Commission)
- Target Remodel (Permit Issued)
- Catalina Lofts (Under Construction)
- Telsa Charging Stations (Edgewater – Permit Issued)
- Ashley Home Furniture (Permit Issued)

- South of Tioga
  - ~~Development Agreement~~
  - ~~Quimby Act~~
  - ~~Lincoln and Beech ROW Abandonment~~
  - Community Finance District (Pending)
  - Sliver properties (Pending)
  - Lot line Adjustment (Pending)
  - Subdivision Improvement Agreement
  - Final Map

**Other**

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## **HAPPY HOLIDAYS!**

The Mayor, Council, and City Staff would like to wish you and your family a happy and healthy holiday season!



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# **Community Happenings**

# Annual Tree Lighting

In light of the current pandemic caused by the coronavirus (COVID-19), the Annual in-person Sand City Tree Lighting Ceremony will be cancelled and postponed until 2021. The "Sand City" tree and holiday decorations will be available to the public to enjoy at your leisure whether you choose to drive by, or walk around the area located at Calabrese Park adjacent to City Hall.



## Holiday Toy Drive

Sand City will be coordinating a Holiday Toy Drive with the Monterey Fire Department. If you know of any needy Sand City families with children who would benefit from the toy drive, please contact Mayor Mary Ann Carbone at: (831) 917-6225 to add a child to the distribution list.

## Holiday Treats - YUM!

Make it a December to remember with everyone's Holiday favorite - Yule Logs from [Sweet Elena's Bakery & Café](#). ❖❖

**Special Order Only** ❖❖

Deadline: December 15, 2020

Store Hours: Monday-Saturday 8am-3pm, Sunday Closed

Bakery Phone#: 831-393-2063

**YULE LOGS**

Bûche de Noël, They are gluten free!

**\*\*\*LEMON RASPBERRY:**

Flourless hazelnut cake, Lemon mousse, raspberries, Meringue and Meringue mushrooms, Elena's favorite.

**\*\*\*CHOCOLATE -MOCHA:**

Flourless hazelnut cake, espresso flavored whipped cream, Raspberries, chocolate ganache and meringue mushrooms



# Upcoming City Council Meetings

**December 15, 2020 at 5:30PM**

THIS MEETING WILL BE HELD VIRTUALLY AND IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

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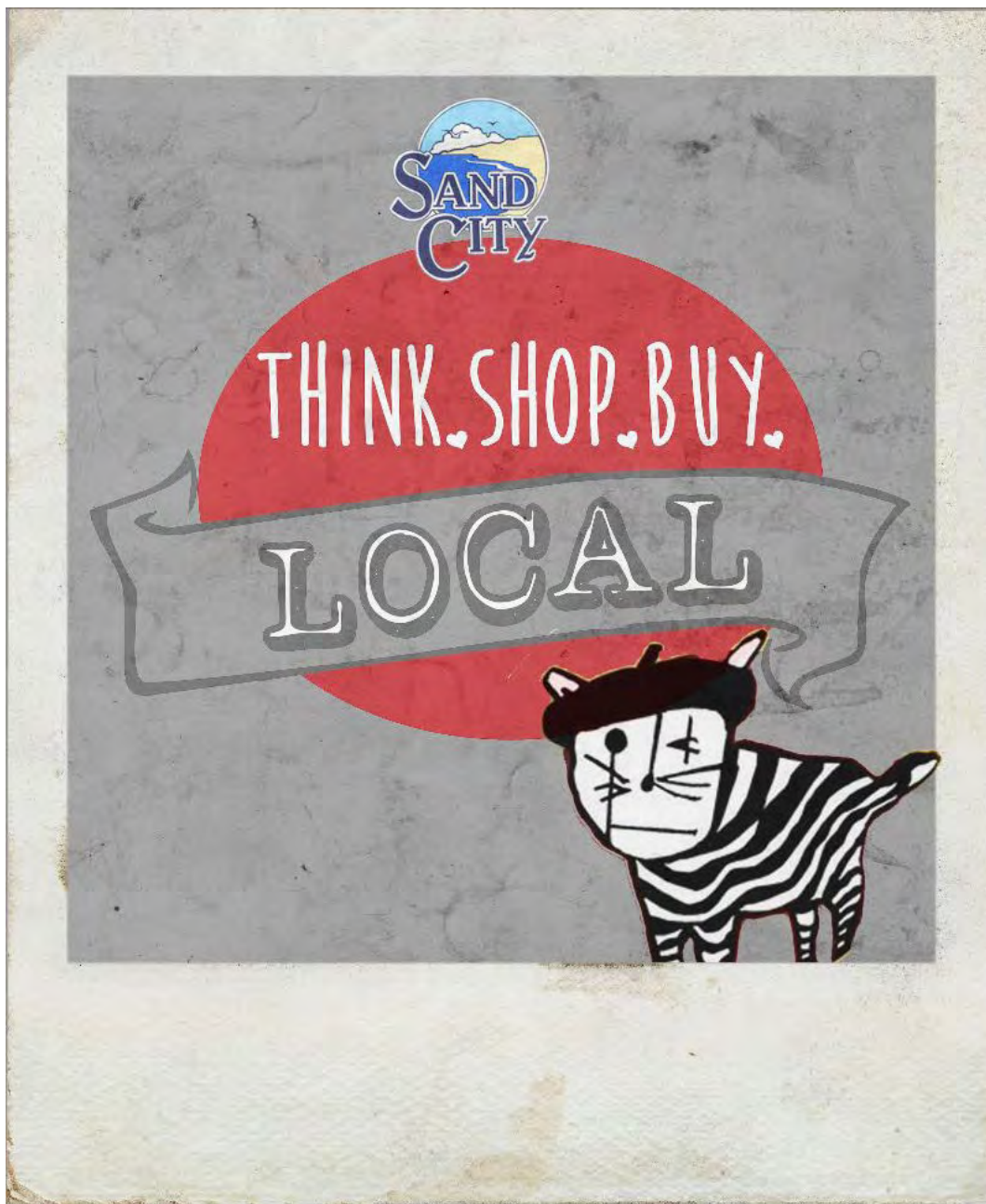
If prompted to enter a participant ID, press #

The January 5, 2021 City Council meeting has been cancelled

## Shop Local this Holiday Season :)

Sand City is home to many amazing locally owned businesses that offer fun unique products for everyone on your gift list. For list of Sand City businesses visit <https://www.sandcity.org/business/business-directory>.





## Family Fun: Self-Guided Public Art Walk

Looking for something fun to do during the holidays? Need a unique background for your family holiday photos? Take a self-guided walking tour around the West End and appreciate all the world class public art.

**Start** at **[Sweet Elena's Bakery & Café](#)** at 465 Olympia and grab a coffee and snack for the walk.



Your first stop is right around the corner of [Fisk Painting](#) at "I am Honey Bee".



Continue up Catalina Street to [Alma Del Mar](#) a new retail shop and a community gathering for the Wahine Surf Community. There you will find the newest mural “Serape“ to be added to the West End.



**From there, make a right on Shasta and head to Contra Costa. As you arrive at Contra Costa you will be greeted by a 20 feet high mural encouraging you to “Never Give Up”.**



Continue down Contra Costa and enjoy the numerous murals and public art that adorn the walls of the buildings on the eastern side.



Once you arrive at Redwood take a peek at “Lady Sand City” inside the proposed new art park that promises to be a haven for local artists and events once the time is right.



Next, one should take a quick spur to see the “West End Dino” and the other fun public art located at Contra Costa and California.



After taking a couple selfies, return to Redwood and head down the street along the West End's longest mural.





Once you reach Hickory Street one could take a quick spur to the community garden to see the “bee boxes”.



As you continue down Redwood one starts to get a glimpse of “Jimi” from the 1967 Monterey Pop Festival.



Located directly across the street is the “Samurai” which is definitely worth checking out both day and night. Next, turn right on Holly, say hi to the amazing stone sculpturist [Jean-Luc Preti](#) whos’ studio is right around the corner, and then take a right on Ortiz.



Once you arrive at Hickory it is the perfect time to hit up [Post No Bills Craft Beer House](#), have a craft beer with some goodies from a local food truck, and checkout some of the additional public art in the area including “Sand City Trees” and the large prominent sculpture in the Independent plaza.



Now that you are fueled up feel free to linger around the West End to view the other amazing pieces of public art, but don't forget to return to Sweet Elena's Bakery & Café to get some goodies to take home!

**P.S. While you're walking, please take a moment to support other West End businesses.**

**West End Public Art Map**



we. murals 2020

- ① Amanda Valdes . Hannah Eddy
- ② Casey Kawaguchi . Nathan Brown
- ③ Hiero Veiga . Thomas Evans
- ④ Kenton Hoppas . Bryan Gage
- ⑤ Pat Milbery . Frank Signs
- ⑥ Hanif Panni
- ⑦ Jessica Carmen . AugieWK
- Existing public art & murals

- Community Garden
- Rotating Food Truck
- Sweet Elena's Cafe
- Post No Bills Craft Beer

@SandCityArt  
 @SandCityCA  

# The West End

## Artist Spotlight: Jean-Luc Preti

The West End is home to an incredible array of creatives of all media. This month we would like to spotlight Preti Studio and artist Jean-Luc Preti. Jean-Luc began as a stone carver's apprentice in France, where he was born and raised. Throughout his 34 years of work experience he learned to combine ancient techniques with modern technology, resulting in a unique style of artistic expression.



His work is now seen in several churches, cathedrals, castles, and abbeys in France, Italy and Germany, among which are the Loire Valley Castles, the Cologne Cathedral, and the Royal Abbey of Fontevraud. Jean-Luc works primarily with American and European limestone and marble.







On any given day passerby's can find Jean-Luc working in his West End at 1729 Holly Street.



Web: [pretistudio.com](http://pretistudio.com) Location: 1729 Holly Street, Sand City, CA

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## West End Resident Artists

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Did you know that the West End in Sand City has **25+ pieces** of public art? The best way to stay up to date on all things art in the West End is to hop on over to Instagram and follow [@SandCityArt](https://www.instagram.com/SandCityArt).

[#SandCityCA](https://www.instagram.com/SandCityCA) [#WestEnd](https://www.instagram.com/WestEnd) [#SandCityArt](https://www.instagram.com/SandCityArt)



## Stay in the Know

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### Community Development

Curious about what going into the former Orchard Supply? Ashley Homestore is now renovating half of the space for their new store. Look for them to open in early 2021.



### Additional Updates:

- McDonalds Remodel (Permit Review)
- Hawthorne Studios Expansion (Permit Review)
- Monterey Bay Shores (Site Work)
- 534 Shasta New Commercial Building (Under Construction)
- Monterey Bay Collection (Review Coastal Commission)
- Target Remodel (Permit Review)
- Catalina Lofts Mixed-Use Project (Under Construction)



- South of Tioga Project (Permit Review)
- Telsa Charging Stations (Edgewater Shopping Center – Permit Issued)
- West End Parking Strategy Plan (Under Development)
- Sustainable Transportation Plan (Under Development)

## New Businesses

We would like to welcome the following new businesses to Sand City in 2020!

[European Wax Center](#) - Edgewater Shopping Center

[Kelly Print Plus](#) - California Ave

[Monterey Glassworks](#) - California Ave



[Poe's Plumbing and Backflow](#) - Elder Ave

[A. Strouse & Son Glass](#) - Shasta Ave

[Resch Cleaning](#) - Ortiz Ave

[Robert Knox Custom Tile](#) - California

[Edgar's Plumbing](#) - Orange Ave

[Jesse Alvarez Window Cleaning](#) - Dias St

[Alma Del Mar at the WahineHQ](#) - Catalina St

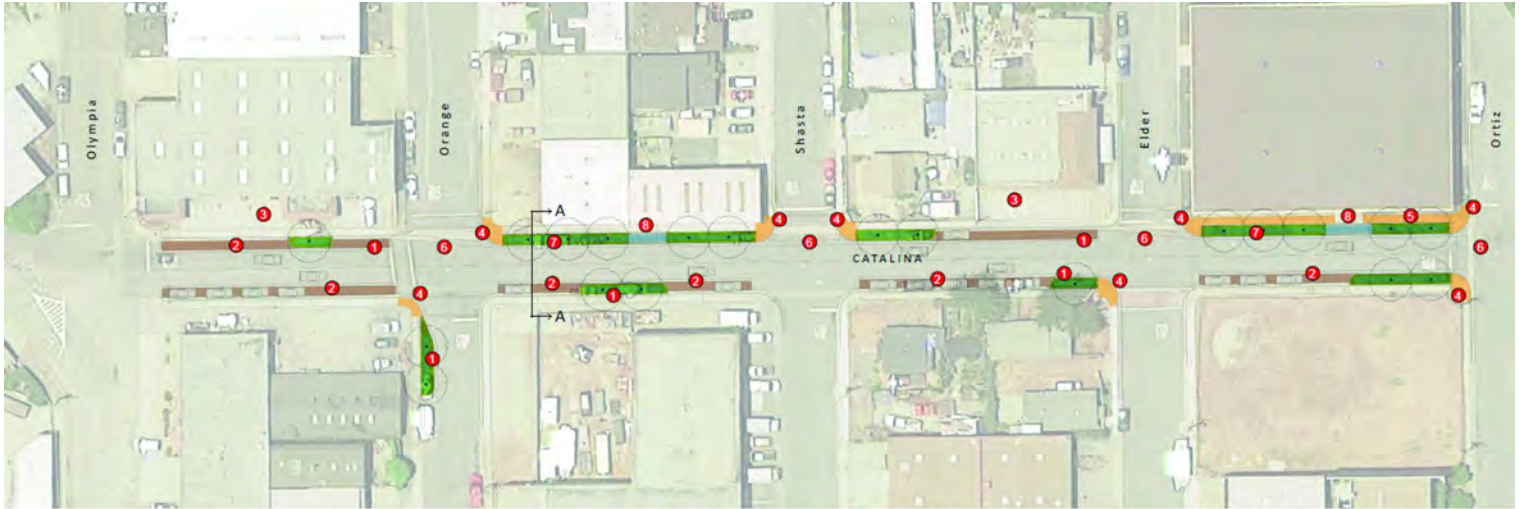


Photo: Monterey County Weekly

## Public Works

- **Seaside Sanitation Upgrades.** The current project that you see along Tioga Ave should be close to finished by the end of the year. There is a planned sewer upsizing along Ortiz between Contra Costa and Holly. You may see some potholing related to this project in the near future. More information will be forth coming.
- **Calabrese Park Improvements.** The City received two (2) grants; one for ADA and Parking improvements, and another for playground equipment replacement and upgrades. Look for construction to begin in 2021.
- **West Bay Street Repair Project.** The City has finalized the design for the repair of the West Bay beach access. Look for repairs to begin over the next several months.
- **West End Stormwater Improvement Projects.** The has been notified that it will be

awarded a million dollar grant for stormwater and streetscape improvements along Catalina Street. The designs are currently around 60% complete, and construction should begin in mid-late 2021. An example of what the finished project will look like is the renovated section of Broadway in Seaside. The City has also submitted a grant application for a similar design and improvements for Contra Costa St.



**KEY SITE IMPROVEMENTS**

- 1 Stormwater curb extensions capture street runoff and add street trees.
- 2 Parking and/or driveway through-zone is paved with interlocking concrete pervious paving.
- 3 Existing head-in parking to remain.
- 4 ADA-accessible curb ramps at corners.
- 5 ADA-accessible sidewalks.
- 6 Concrete valley gutter conveys surface stormwater flow through street intersections.
- 7 Stormwater swales capture street runoff and add street trees.
- 8 Heavy duty metal grates at existing driveway locations allow continuous stormwater treatment to occur while maintaining vehicular access.

- 20 New Street Trees
- 15 On-Street Parking Spaces
- 3,394 SF Stormwater Landscape
- 3,347 SF Pervious Paving



- **Sand City Water Supply Project.** The City continues to work with CalAm to construction a new well as part of our Desalinization Plant. This is a project that will continue into 2021.
- **Small Entry Signs Repairs.** Public Works staff replaced all of the sign faces for our small entry signs.





We are always looking for topic suggestions for future newsletters. If you have a topic suggestion we would love to hear it. [Email us!](#)



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## COVID-19 Related Items

Monterey County approves pilot program to help those with positive COVID test remain at home.

Monterey County is hoping to stop the spread of COVID-19 by approving a pilot program on 12/1/2020 that offers \$1,000 stipends to many who test positive for the virus, as an incentive to stay home. For more info visit the [Monterey County Health Department site](#). [KSBW Coverage](#).

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California's \$100 million Main Street Hiring Tax Credit.

This tax credit will help businesses by providing:

- \$1,000 per qualified employee
- Up to \$100,000 for each business

Businesses can apply at

<http://covid19.ca.gov>

The State of California is making available \$500,000,000 in reserve funds for grants to small businesses, nonprofits, and cultural institutions.

Businesses can apply for grants up to \$25,000. Learn more at

<http://covid19.ca.gov>

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# City of Sand City's COVID-19 Prevention Program (CPP)

(November 30, 2020)

## I. PURPOSE:

The purpose of the Sand City's COVID-19 Prevention Program ("CPP") is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205).

Nothing in this CPP precludes the Sand City from complying with federal, state, or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

## II. SCOPE

This CPP applies to all Sand City employees except for Sand City employees who are teleworking.

## III. DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

**"COVID-19"** means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

**"COVID-19 case"** means a person who either: (1) Has a positive "COVID-19 test" as defined in this section; (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county. A person is no longer a "COVID-19 case" when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or title 17, California Code of Regulations to CDPH or the local health department.

**"Close contact COVID-19 exposure"** means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" as defined here. This definition applies regardless of the use of face coverings.

**"COVID-19 hazard"** means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

**"COVID-19 symptoms"** means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or

vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

**"COVID-19 test"** means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

**"Exposed workplace"** means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas.

The exposed workplace does not include buildings or facilities not entered by a COVID-19 case. Effective January 1, 2021, the "exposed workplace" also includes but is not limited to the "worksites" of the COVID-19 case as defined by Labor Code section 6409.6(d)(5).

**"Face covering"** means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

**"High-risk exposure period"** means the following time period: (1) For persons who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or (2) For persons who test positive who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

#### IV. PROGRAM

##### A. **SYSTEM FOR COMMUNICATING WITH SAND CITY EMPLOYEES**

###### 1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at Sand City Worksites and Facilities

Sand City policy requires that Sand City employees immediately report to their manager or supervisor or to the Human Resources Director any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at Sand City worksites or facilities.

The Sand City will not discriminate or retaliate against any Sand City employee who makes such a report.

2. Accommodations Process for Sand City Employees with Medical or Other Conditions that put them at Increased Risk of Severe COVID-19 Illness

Sand City policy provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention (“CDC”) or the employees’ health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness

The CDC guidance provides that adults of any age with the following conditions are at increased risk of severe illness from the virus that causes COVID-19:

1. Cancer
2. Chronic kidney disease
3. COPD (chronic obstructive pulmonary disease)
4. Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
5. Immunocompromised state (weakened immune system) from solid organ transplant
6. Obesity (body mass index [BMI] of 30 kg/m<sup>2</sup> or higher but < 40 kg/m<sup>2</sup>)
7. Severe Obesity (BMI ≥ 40 kg/m<sup>2</sup>)
8. Pregnancy
9. Sickle cell disease
10. Smoking
11. Type 2 diabetes mellitus

The CDC guidance also provides that adults of any age with the following conditions might be at an increased risk for severe illness from the virus that causes COVID-19:

1. Asthma (moderate-to-severe)
2. Cerebrovascular disease (affects blood vessels and blood supply to the brain)
3. Cystic fibrosis
4. Hypertension or high blood pressure
5. Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines

6. Neurologic conditions, such as dementia
7. Liver disease
8. Overweight (BMI > 25 kg/m<sup>2</sup>, but < 30 kg/m<sup>2</sup>)
9. Pulmonary fibrosis (having damaged or scarred lung tissues)
10. Thalassemia (a type of blood disorder)
11. Type 1 diabetes mellitus

The City will periodically review the following web address in order to account for any additional medical conditions and other conditions that the CDC has identified as placing or potentially placing individuals at an increased risk of severe COVID-19: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

Sand City employees are encouraged to review the list of medical conditions and other condition provided above in order to determine whether they have such a condition.

To request an accommodation under the Sand City policy, employees may make a request with their supervisor, the City Manager, or the Department of Human Resources.

### **3. COVID-19 Testing**

Sand City may require that employees who report to work at Sand City worksites or facilities be tested for COVID-19. Where the City requires that employees be tested, the City will inform employees of the reason that testing is required.

The City will also inform employees of the possible consequences of a positive COVID-19 test, which may include, but is not limited to, a requirement that employees not report to Sand City during the high-risk exposure period and satisfying the minimum criteria to return to work.

City has adopted policies and procedures that ensure the confidentiality of employees and comply with the Confidentiality of Medical Information Act ("CMIA"). Specifically, the Sand City will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as other permitted or required under the law.

### **4. COVID-19 Hazards**

The City will notify employees and subcontracted employees of any potential COVID-19 exposure at a Sand City worksite or facility where a COVID-19 case and Sand City employees were present on the same day. The Sand City will notify Sand City employees of such potential exposures within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 case.

Sand City will also notify Sand City employees of cleaning and disinfecting measures the Sand City is undertaking in order to ensure the health and safety of the Sand City worksite or facility where the potential exposure occurred.



## **B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT SAND CITY WORKSITES AND FACILITIES**

### **1. Screening Sand City Employees for COVID-19 Symptoms**

The Sand City possesses authority to screen employees or require that employee self-screen for COVID-19 symptoms. Sand City employees will self-screen for COVID-19 symptoms prior to reporting to any Sand City worksite or facility.

### **2. Responding to Sand City Employees with COVID-19 Symptoms**

Should a Sand City employee present COVID-19 symptoms during a self-screen, the City will instruct the employee to remain at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria to return to work.

The City will advise employees of any leaves to which they may be entitled during this self-quarantine period.

Further, the City has adopted policies and procedures that ensure the confidentiality of employees and comply with the CMIA, and will not disclose to other employees the fact that the employees presented COVID-19 symptoms.

### **3. Sand City's Response when employee diagnosed with COVID-19**

In the event that Sand City employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the City will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work.

#### **a. Reporting obligations.**

The City will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) the local health department; (2) Cal/OSHA; (3) employees who were present at a Sand City worksite or facility when the COVID-19 case was present; (4) the employee organizations that represent employees at the Sand City worksite or facility; (4) the employers of subcontracted employees who were present at the Sand City worksite or facility; and (5) the Sand City's workers' compensation plan administrator.

#### **b. Contact Tracing**

If possible, the City will interview the COVID-19 cases in order to ascertain the following information: (1) the date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 cases recent work history, including the day and time they were last present at an Sand City worksite or facility; and (3) the nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any close contact COVID-19 exposure.

If the City determines that there were any close contact COVID-19 exposures, the City will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work.

**c. Free COVID-19 Testing for Close Contact Exposures**

Sand City will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential close contact COVID-19 exposure at a Sand City worksite or facility.

**d. Leave and Compensation Benefits for Close Contact Exposures**

Sand City will provide employees who have had close contact exposures with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the federal Families First Coronavirus Response Act (FFCRA), Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, Sand City's own leave policies, and leave guaranteed by contract.

Sand City will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

The City may require that these employees use employer-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

**e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure**

The City will conduct an investigation in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

**4. Workplace-Specific Identification of COVID-19 Hazards**

Sand City has conducted a workplace-specific assessment of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the City identified places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, and the kitchen.

The City considered how employees and other persons enter, leave, and travel through Sand City worksites and facilities, in addition to addressing employees' fixed workspaces or workstations.

As part of this process, Sand City treated all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

**5. Maximization of Outdoor Air and Air Filtration**

For indoor Sand City worksites and facilities, the City evaluated how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the worksites and facilities' existing ventilation systems.

**6. Sand City Compliance with Applicable State and Local Health Orders**

The City monitors applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention, including information of general application and information specific to Sand City's location and operations. The City fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

**7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls**

Periodically, the City will evaluate existing COVID-19 prevention controls at the workplace and assess whether there is a need for different and/or additional controls.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

**8. Periodic Inspections**

Sand City will conduct periodic inspections of Sand City worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the Sand City's COVID-19 policies and procedures.

**C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN SAND CITY WORKSITES AND FACILITIES**

**1. Procedure to Investigate COVID-19 Cases**

Sand City has a procedure for investigating COVID-19 cases in the workplace. As provided in this document, the procedure provides for the following: (1) the verification of COVID-19 case status; (2) receiving information regarding COVID-19 test results; (3) receiving information regarding the presentation of COVID-19 symptoms; and (4) identifying and recording all COVID-19 cases.

**D. CORRECTION OF COVID-19 HAZARDS AT SAND CITY WORKSITES AND FACILITIES**

Sand City will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace, implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

## **E. TRAINING AND INSTRUCTION OF SAND CITY EMPLOYEES**

### **1. COVID-19 Symptoms**

The City has trained and instructed employees on the COVID-19 symptoms, including advising employees of COVID-19 symptoms, which include the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

The City monitors and adheres to guidance by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

Sand City will advise employees in the event that the CDC makes any changes to its guidance concerning such symptoms.

The City provided employees instruction on the importance of not coming to work and obtaining a COVID-19 test if the employees have COVID-19 symptoms.

### **2. Sand City's COVID-19 Policies and Procedures**

Sand City provides regular updates to employees on the City's policies and procedures to prevent COVID-19 hazards at Sand City worksites and facilities and to protect Sand City employees.

### **3. COVID-19 Related Benefits**

The City advised Sand City employees of the leaves to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, any applicable local governmental requirements, the Sand City's own leave policies, and leave guaranteed by contract.

Further, when employees require leave or are directed not to report to work by the Sand City, the City will advise the employees of the leaves to which the employees may be entitled for that specific reason.

#### **4. Spread and Transmission of the Virus that Causes COVID-19**

The City advised employees that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

The City further advised employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, including hand washing, in order to be effective.

#### **5. Methods and Importance of Physical Distancing, Face Coverings, and Hand Hygiene**

Sand City advised employees of the methods and importance of physical distancing, face coverings, and hand hygiene, including hand washing.

Specifically, the City trained and instructed employees on the importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Further, the City trained and instructed employees on the proper use of face coverings and the fact that face coverings are not respiratory protective equipment.

### **F. PHYSICAL DISTANCING**

The City requires that all Sand City employees be separated from other persons by at least six (6) feet, except where the Sand City can demonstrate that six (6) feet of separation is not possible and where there is momentary exposure while persons are in movement.

The City has adopted several methods by which it increases physical distancing including, but not limited to, the following: (1) providing Sand City employees the opportunity to telework or engage in other remote work arrangements; (2) reducing the number of persons in an area at one time, including visitors; (3) posting visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; (4) adopting staggered arrival, departure, work, and break times; and (5) adjusting work processes or procedures, such as reducing production speed, to allow greater distance between employees.

When it is not possible for Sand City employees to maintain a distance of at least six (6) feet, the City requires individuals to be as far apart as possible.

### **G. FACE COVERINGS**

#### **1. Face Covering Requirement**

The City provides face coverings to Sand City employees and requires that such face coverings are worn by employees and individuals at Sand City worksites and facilities.

Sand City policy adheres to orders and guidance provided by the CDPH and the local health department, including as provided at the following web address:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

The City's policy on the use of face coverings ensures that they are worn over the nose and mouth when indoors, when outdoors and less than six (6) feet away from another person, and where required by orders from the CDPH or local health department.

The City's policy requires that face coverings are clean and undamaged. Sand City's policy allows for face shields to be used to supplement, and not supplant face coverings.

The City's policy provides for the following exceptions to the face coverings requirement:

1. When an employee is alone in a room.
2. While eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
3. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders (8 C.C.R. 5144 is available at the following web address: <https://www.dir.ca.gov/title8/5144.html>).
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six (6) feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

2. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement

Sand City's policy requires that Sand City employees who are exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

Sand City's policy requires that any employees not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the unmasked employees are tested at least twice (2x) weekly for COVID-19.

However, Sand City does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

**4. Prohibition on Preventing Employees from Wearing Face Covering**

Sand City does not prevent any Sand City employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

**5. Communication to Non-Employees Regarding Face Covering Requirement**

Sand City posts signage to inform non-employees that the Sand City requires the use of face coverings at Sand City worksites and facilities.

**6. Policies to Reduce COVID-19 Hazards Originating from Persons Not Wearing Face Coverings**

Sand City has developed COVID-19 policies and procedures to minimize employees' exposure to COVID-19 hazards originating from any person not wearing a face covering, including a member of the public.

These policies include requiring that employees and non-employees wear face coverings at Sand City worksites and facilities, that Sand City employees wear face coverings at other times, maintain physical distance from person not wearing a face covering, and observe proper hand hygiene.

**H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**1. Installation of Solid Partitions Between Workstations Where Physical Distancing is Not Possible**

At fixed work locations where it is not possible to maintain the physical distancing requirement at all times, the employer shall install cleanable solid partitions that effectively reduce aerosol transmission between the employees and other persons.

**2. Maximization of Outdoor Air**

As provided above at Section IV.B.5., for indoor Sand City worksites and facilities, the City evaluated how to maximize the quantity of outdoor air.

Further, for Sand City worksites and facilities with mechanical or natural ventilation, or both, the City has maximized the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency ("EPA") Air Quality

Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to Sand City employees, for instance from excessive heat or cold.

### **3. Cleaning and Disinfecting Procedures**

Sand City's cleaning and disinfecting policy requires the following:

1. Identifying and regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. The City will inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.
2. Prohibiting the sharing of personal protective equipment and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing, sharing will be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.
3. Cleaning and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

Further, the City requires that cleaning and disinfecting must be done in a manner that does not create a hazard to Sand City employees or subcontracted employees.

### **4. Evaluation of Handwashing Facilities**

In order to protect Sand City employees, the City evaluated its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

The City encourages Sand City employees to wash their hands for at least 20 seconds each time.

### **5. Personal Protective Equipment (PPE)**

Sand City has evaluated the need for PPE, such as gloves, goggles, and face shields, to prevent exposure to COVID-19 hazards and provides such PPE as needed.

In accordance with applicable law, the City has evaluated the need for respiratory protection when the physical distancing requirements, as provided herein, are not feasible or are not maintained.

In accordance with applicable law, the City will provide and ensure use of respirators when deemed necessary by Cal/OSHA through the Issuance of Order to Take Special Action.



In accordance with applicable law, the City will provide and ensure use of eye protection and respiratory protection when Sand City employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

### **Reporting, recordkeeping and access**

#### **6. Reporting COVID-19 Cases to the Local Health Department**

In accordance with applicable law, the City will report information about COVID-19 cases at the workplace to the local health department.

Further, the Sand City will provide any related information requested by the local health department.

#### **7. Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA**

In accordance with applicable law, the City will immediately report to Cal/OSHA any serious COVID-19-related illnesses or deaths of Sand City employees occurring at a Sand City worksite or facility or in connection with any employment.

Further, in accordance with applicable law, Sand City will record any serious work-related COVID-19-related illnesses or deaths.

#### **8. Maintenance of Records Related to the Adoption of the CPP**

In accordance with applicable law, Sand City will maintain records of the steps taken to implement this CPP.

#### **9. Availability of the CPP for Inspection**

The City will make this written CPP available to employees and employee organizations at Sand City worksites or facilities.

Further, the City will make this written CPP available to Cal/OSHA representatives immediately upon request.

#### **10. Records Related to COVID-19 Cases/Confidentiality**

The City will keep a record of and track all COVID-19 cases with the following information: (1) employee's name; (2) contact information; (3) occupation; (4) location where the employee worked; (5) the date of the last day at the workplace; and (6) the date of a positive COVID-19 test.

In accordance with the Confidentiality of Medical Information Act (CMIA) and applicable law, Sand City will keep the employees' medical information confidential.

In accordance with the CMIA and applicable law, the City will make this information available to employees and employee organizations with personal identifying information removed, and will make this information available as otherwise required by law.

The City will not disclose to other employees, except for those who need to know, the fact that employees tested positive for or were diagnosed with COVID-19. Further, the City will keep confidential all personal identifying information of COVID-19 cases or

persons unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law.

**I. EXCLUSION OF COVID-19 CASES**

**1. Exclusion of COVID-19 Cases from Sand City Worksites and Facilities**

The City will ensure that COVID-19 cases are excluded from the workplace until the individual satisfies the minimum return to work criteria provided for in Section IV.K.

**2. Exclusion of Employees with Close Contact COVID-19 Exposures from Sand City Worksites and Facilities**

The City will exclude employees with close contact COVID-19 exposure from the workplace for 14 days after the last known close contact COVID-19 exposure.

**3. Provision of Benefits to Sand City Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure**

**a. Employees Who Are Able to Telework During Isolation or Quarantine Period**

Sand City will allow employees who are able to telework, and are able and available to work, to telework during the isolation or quarantine period. The Sand City will provide these employees their normal compensation for the work that they perform for the Sand City during the isolation or quarantine period.

**b. Employees Who Are Unable to Telework During Isolation or Quarantine Period**

The provision of benefits described below does not apply to either: (1) Sand City employees who the City can demonstrate that the close contact COVID-19 exposure was not work-related; and (2) Sand City employees who are unable to work for reasons other than protecting employees and non-employees at Sand City worksites and facilities from possible COVID-19 transmission. Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.

For other employees, the City will require that employees who are unable to telework, but are otherwise able and available to work, to use paid sick leave in order to receive compensation during the isolation or quarantine period. Sand City employees retain their entitlement to elect not to use other earned or accrued paid leave during this time. The City may provide such employees who are unable to telework, but who do not have any paid sick leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

For all employees who are subject to an isolation or quarantine because of a COVID-19 case or a close contact COVID-19 exposure, the City will maintain the employees'

seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period.

The City may consider benefit payments from public sources, including under the FFCRA and Labor Code section 248.1 (until December 31, 2020 or longer if FFCRA leave and/or Labor Code section 248.1 leave is extended), in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

**4. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections**

The obligations set forth in this section do not limit any other applicable law, Sand City policy, or collective bargaining agreement that provides Sand City employees with greater protections or benefits.

**5. Provision of Information Concerning Benefits to Excluded Employees**

At the time of exclusion, the City will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, [any applicable local governmental requirements], the Sand City's own leave policies, and leave guaranteed by contract.

**J. RETURN TO WORK CRITERIA**

**1. Minimum Criteria to Return to Work for Symptomatic COVID-19 Cases**

Sand City policy requires that COVID-19 cases with COVID-19 symptoms remain at their home or place of residence and not report to work until they satisfy each of the following conditions:

1. At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

**2. Minimum Criteria to Return to Work for Asymptomatic COVID-19 Cases**

Sand City policy requires that COVID-19 cases who tested positive but never developed COVID-19 symptoms not report to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

**3. COVID-19 Testing Not Required in Order to Return to Work**

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, the City does not require that employees submit to a COVID-19 test, or produce a negative COVID-19 test result, in order to return to work.

4. Minimum Criteria to Return to Work for Employees Directed to Self-Quarantine or Isolate by a State or Local Health Official

If employees are subject to an isolation or quarantine order issued by a state or local health official, Sand City policy requires that the employees not report to work until the period of isolation or quarantine is completed or the order is lifted.

If the order did not specify a definite isolation or quarantine period, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

5. Allowance by Cal/OSHA for an Employee to Return to Work

If there are no violations of state or local health officer orders for isolation or quarantine, Cal/OSHA may, upon request, allow employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

In such cases, the City will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the Sand City worksite or facility and, if isolation is not possible, the use of respiratory protection in the workplace.

**AGENDA ITEM  
4A.**

**Approval of City RESOLUTION Declaring  
the Results of the November 3, 2020  
General Municipal Election**

**CITY OF SAND CITY  
RESOLUTION SC \_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY DECLARING THE RESULTS OF  
THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION**

**WHEREAS**, pursuant to Resolution SC 20-25, 2020, a consolidated general municipal election was called and held for the City of Sand City on Tuesday, November 3, 2020 for a Mayor for the full term of two (2) years and two councilmembers for the full term of four (4) years; and

**WHEREAS**, Council adopted Resolution No. SC 20-54 on July 21, 2020, for the purpose of approving placement on the November 3, 2020 ballot of a Measure to increase Sand City's General Purpose Transactions and Use Tax to one and one-half percent (1.5%) ("Measure U"); and

**WHEREAS**, the election was conducted in accordance with the California Election Code and the Sand City Charter; and

**WHEREAS**, the Monterey County Elections Department has canvassed the returns of the election and certified the results of the election attached hereto as Exhibit A, and made part of this resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Sand City as follows:

1. The Statement of Votes Cast, prepared by Claudio Valenzuela, Registrar of Voters, County of Monterey, attached as Exhibit A is deemed to be an accurate and correct tabulation of votes cast for Mayor and Council candidates and Measure U, for the City of Sand City.
2. The total number of registered voters in the City of Sand City was 246.
3. The total votes cast were 202 which is 82.11% of the registered voter of the City.
4. That the total number of votes cast in favor of each candidate is listed as follows:
  - A. Mayoral Position (Two Year Term)

Mary Ann Carbone	160 votes	100%
------------------	-----------	------
  - B. Council Positions (Four Year Term)

Gregory Hawthorne	88 votes	30.45%
Kim Cruz	85 votes	29.41%
Kayhan Ghodsi	75 votes	25.61%
Donald Difede	42 votes	14.53%
5. That measure U did not garner the majority vote required for adoption; therefore Measure U is not adopted.

**Sand City Resolution SC \_\_\_\_, 2020**

6. As a result of the canvass of votes cast, Mary Ann Carbone was elected as Mayor for the full term of two years; Kim Cruz and Gregory Hawthorne were elected to the City Council of the City of Sand City for the full term of four years.

**PASSED AND ADOPTED** by the Sand City Council on this 15<sup>th</sup> day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

\_\_\_\_\_  
Connie Horca, Acting City Clerk

# MONTEREY COUNTY ELECTIONS



1441 Schilling Place-North Building  
Salinas, CA 93901

PO Box 4400  
Salinas, CA 93912

831-796-1499 Phone  
831-755-5485 Fax

[www.MontereyCountyElections.us](http://www.MontereyCountyElections.us)

[elections@co.monterey.ca.us](mailto:elections@co.monterey.ca.us)

**Claudio Valenzuela**  
Registrar of Voters

**Gina Martinez**  
Assistant Registrar of Voters

November 30, 2020

City of Sand City  
Attention: Linda Scholink, City Clerk  
1 Pendergrass Way  
Sand City, CA 93955

Subject: Certificate of the Registrar of Voters for the November 3, 2020 General Election

Attached hereto is the Certificate of the Registrar of Voters in connection with the November 3, 2020 General Election.

Sincerely,

Claudio Valenzuela  
Registrar of Voters

Enclosures



# CERTIFICATE OF REGISTRAR OF VOTERS

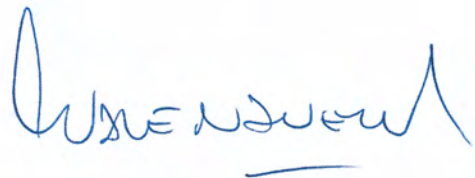
In the Matter of the CANVASS OF THE VOTES CAST )  
at the **General Election** )  
held on November 3, 2020 )

I, **Claudio Valenzuela**, Registrar of Voters of the County of Monterey, State of California hereby certify;

**THAT** an election was held within the boundaries of the **City of Sand City** on November 3, 2020 for the purpose of electing **(2) Councilmembers** to the **City of Sand City Member, City Council**, and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the **City of Sand City**.

**I HEREBY FURTHER CERTIFY** that the record of votes cast at said election is set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand and official seal this Tuesday, November 24, 2020 and filed this date with the **City of Sand City**.



**Claudio Valenzuela**  
Registrar of Voters

### EXHIBIT A

## City of Sand City Member, City Council (Vote for 2) \*\*\*\* - Insufficient Turnout to Protect Voter Privacy

District	Turnout	Registered Voters	KAYHAN GHODSI	GREGORY T. HAWTHORNE	DONALD R. DIFEDE	KIM CRUZ	Total Votes
<b>Countywide</b>							
<b>Electionwide</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
Electionwide - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
<b>Statewide</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
Statewide - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
<b>20th Congressional District</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
20th Congressional District - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
<b>17th State Senatorial District</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
17th State Senatorial District - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
<b>29th State Assembly District</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
29th State Assembly District - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
<b>2nd State Board Equal District</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
2nd State Board Equal District - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
<b>4th Supervisorial District</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
4th Supervisorial District - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
<b>City of Sand City</b>							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
City of Sand City - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
Unincorporated - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289

### EXHIBIT A

## City of Sand City Member, City Council (Vote for 2) \*\*\*\* - Insufficient Turnout to Protect Voter Privacy

Precinct	Turnout	Registered Voters	KAYHAN GHODSI	GREGORY T. HAWTHORNE	DONALD R. DIFEDE	KIM CRUZ	Total Votes
<b>Countywide</b>							
<b>Electionwide</b>							
9437							
Polling Place (PP)	0	246	0	0	0	0	0
Vote by Mail (VBM)	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
Electionwide - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289
Countywide - Total	202	246	74 25.61%	88 30.45%	42 14.53%	85 29.41%	289

# Certificate of Election and Oath of Office

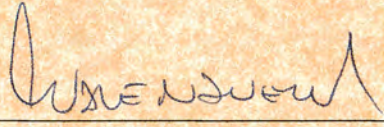
STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss

I, Claudio Valenzuela, Registrar of Voters, in and for the County of Monterey, do hereby certify that at the **General Election** held in and for the **City of Sand City**, on **November 3, 2020**, **Gregory T. Hawthorne** was elected to the office of **City Council** for a term of **4** years as appears by the official returns of said election, and the Official Statement of Votes cast now on file in my office.



In Witness Whereof, I have hereunto affixed my hand and official seal on **November 24, 2020**.

Claudio Valenzuela,  
Monterey County Registrar of Voters

By 

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss

I, **Gregory T. Hawthorne**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Person Administering Oath)

\_\_\_\_\_  
(Title)

# Certificate of Election and Oath of Office

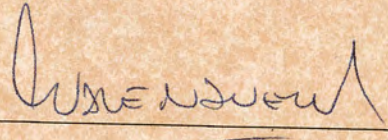
STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss

I, Claudio Valenzuela, Registrar of Voters, in and for the County of Monterey, do hereby certify that at the **General Election** held in and for the **City of Sand City**, on **November 3, 2020**, **Kim Cruz** was elected to the office of **City Council** for a term of **4** years as appears by the official returns of said election, and the Official Statement of Votes cast now on file in my office.



In Witness Whereof, I have hereunto affixed my hand and official seal on **November 24, 2020**.

Claudio Valenzuela,  
Monterey County Registrar of Voters

By 

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss

I, **Kim Cruz**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Person Administering Oath)

\_\_\_\_\_  
(Title)

# MONTEREY COUNTY ELECTIONS

---

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**Claudio Valenzuela**  
Registrar of Voters

**Gina Martinez**  
Assistant Registrar of Voters



November 30, 2020

City of Sand City  
Attention: Linda Scholink, City Clerk  
1 Pendergrass Way  
Sand City, CA 93955

Subject: Certificate of the Registrar of Voters for the November 3, 2020 General Election

Attached hereto is the Certificate of the Registrar of Voters in connection with the November 3, 2020 General Election.

Sincerely,

Claudio Valenzuela  
Registrar of Voters

Enclosures

# CERTIFICATE OF REGISTRAR OF VOTERS

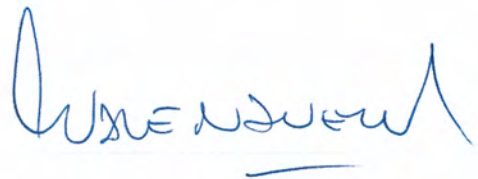
In the Matter of the CANVASS OF THE VOTES CAST )  
at the **General Election** )  
held on November 3, 2020 )

I, **Claudio Valenzuela**, Registrar of Voters of the County of Monterey, State of California hereby certify;

**THAT** an election was held within the boundaries of the **City of Sand City** on November 3, 2020 for the purpose of electing **(1) Mayor** to the **City of Sand City**, and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the **City of Sand City**.

**I HEREBY FURTHER CERTIFY** that the record of votes cast at said election is set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand and official seal this Tuesday, November 24, 2020 and filed this date with the **City of Sand City**.



**Claudio Valenzuela**  
Registrar of Voters

# EXHIBIT A

## City of Sand City, Mayor (Vote for 1) \*\*\*\* - Insufficient Turnout to Protect Voter Privacy

District	Turnout	Registered Voters	MARY ANN CARBONE	Total Votes
<b>Countywide</b>				
<b>Electionwide</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
Electionwide - Total	202	246	160 100.00%	160
<b>Statewide</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
Statewide - Total	202	246	160 100.00%	160
<b>20th Congressional District</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
20th Congressional District - Total	202	246	160 100.00%	160
<b>17th State Senatorial District</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
17th State Senatorial District - Total	202	246	160 100.00%	160
<b>29th State Assembly District</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
29th State Assembly District - Total	202	246	160 100.00%	160
<b>2nd State Board Equal District</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
2nd State Board Equal District - Total	202	246	160 100.00%	160
<b>4th Supervisorial District</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
4th Supervisorial District - Total	202	246	160 100.00%	160
<b>City of Sand City</b>				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
City of Sand City - Total	202	246	160 100.00%	160
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
Unincorporated - Total	202	246	160 100.00%	160



**EXHIBIT A**

**City of Sand City, Mayor (Vote for 1)** \*\*\*\* - *Insufficient Turnout to Protect Voter Privacy*

Precinct	Turnout	Registered Voters	MARY ANN CARBONE	Total Votes
<b>Countywide</b>				
<b>Electionwide</b>				
9437				
Polling Place (PP)	0	246	0	0
Vote by Mail (VBM)	202	246	160 100.00%	160
Total	202	246	160 100.00%	160
Electionwide - Total	202	246	160 100.00%	160
Countywide - Total	202	246	160 100.00%	160

# Certificate of Election and Oath of Office

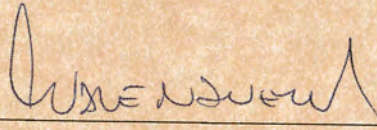
STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss

I, Claudio Valenzuela, Registrar of Voters, in and for the County of Monterey, do hereby certify that at the **General Election** held in and for the **City of Sand City**, on **November 3, 2020**, **Mary Ann Carbone** was elected to the office of **Mayor** for a term of **2** years as appears by the official returns of said election, and the Official Statement of Votes cast now on file in my office.



In Witness Whereof, I have hereunto affixed my hand and official seal on **November 24, 2020**.

Claudio Valenzuela,  
Monterey County Registrar of Voters

By 

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss

I, **Mary Ann Carbone**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Person Administering Oath)

\_\_\_\_\_  
(Title)

# MONTEREY COUNTY ELECTIONS



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[elections@co.monterey.ca.us](mailto:elections@co.monterey.ca.us)

**Claudio Valenzuela**  
Registrar of Voters

**Gina Martinez**  
Assistant Registrar of Voters

November 30, 2020

City of Sand City  
Attention: Linda Scholink, City Clerk  
1 Pendergrass Way  
Sand City, CA 93955

Subject: Certificate of the Registrar of Voters for the November 3, 2020 General Election.

Attached hereto is the Certificate of the Registrar of Voters in connection with the November 3, 2020 General Election.

Sincerely,

Claudio Valenzuela  
Registrar of Voters

Enclosures

# CERTIFICATE OF REGISTRAR OF VOTERS

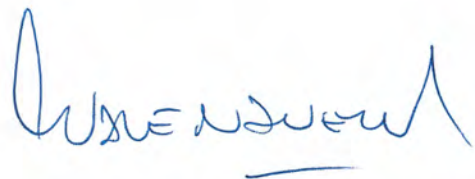
In the Matter of the CANVASS OF THE VOTES CAST )  
at the **City of Sand City** )  
held on November 3, 2020 )

I, **Claudio Valenzuela**, Registrar of Voters of the County of Monterey, State of California hereby certify;

**THAT** an election was held within the boundaries of the **City of Sand City** on November 3, 2020 for the purpose of submitting **MEASURE U** to the qualified electors and; I caused to have processed and recorded the votes from the canvass of all ballots cast at said election within the boundaries of the **City of Sand City**.

**I HEREBY FURTHER CERTIFY** that the record of votes cast at said election is set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at length.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand and official seal this Tuesday, November 24, 2020 and filed this date with the **City of Sand City**.



**Claudio Valenzuela**  
Registrar of Voters

### EXHIBIT A

## Measure U - City of Sand City (Vote for 1) \*\*\*\* - Insufficient Turnout to Protect Voter Privacy

District	Turnout	Registered Voters	Yes	No	Total Votes
<b>Countywide</b>					
<b>Electionwide</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
Electionwide - Total	201	246	84 45.41%	101 54.59%	185
<b>Statewide</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
Statewide - Total	201	246	84 45.41%	101 54.59%	185
<b>20th Congressional District</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
20th Congressional District - Total	201	246	84 45.41%	101 54.59%	185
<b>17th State Senatorial District</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
17th State Senatorial District - Total	201	246	84 45.41%	101 54.59%	185
<b>29th State Assembly District</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
29th State Assembly District - Total	201	246	84 45.41%	101 54.59%	185
<b>2nd State Board Equal District</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
2nd State Board Equal District - Total	201	246	84 45.41%	101 54.59%	185
<b>4th Supervisorial District</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
4th Supervisorial District - Total	201	246	84 45.41%	101 54.59%	185
<b>City of Sand City</b>					
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
City of Sand City - Total	201	246	84 45.41%	101 54.59%	185
Polling Place (PP)	0	246	0	0	0
Vote by Mail (VBM)	201	246	84 45.41%	101 54.59%	185
Unincorporated - Total	201	246	84 45.41%	101 54.59%	185

## EXHIBIT A

### Measure U - City of Sand City (Vote for 1) \*\*\*\* - Insufficient Turnout to Protect Voter Privacy

Precinct	Turnout	Registered Voters	Yes		No		Total Votes
<b>Countywide</b>							
<b>Electionwide</b>							
9437							
Polling Place (PP)	0	246	0		0		0
Vote by Mail (VBM)	201	246	84	45.41%	101	54.59%	185
Total	201	246	84	45.41%	101	54.59%	185
Electionwide - Total	201	246	84	45.41%	101	54.59%	185
Countywide - Total	201	246	84	45.41%	101	54.59%	185

## **AGENDA ITEM**

**5A.**

**Swearing in Ceremony of Elected Officials**

**1) Mary Ann Carbone, Mayor 2) Gregory  
Hawthorne and Kim Cruz, Council  
Members**

## **AGENDA ITEM**

### **Certificates of Election and Oath of Office**



# Certificate of Election and Oath of Office

I, Connie Horca, Acting City Clerk of the City of Sand City, State of California, do hereby certify that at an Election held in this City, on the 3<sup>rd</sup> day of November, 2020, Mary Ann Carbone was elected to the office of MAYOR as appears by the official result of the November 3<sup>rd</sup>, 2020 General Municipal Election on file in my office.

Witness my hand and official seal this 15<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
(CITY CLERK)

\*\*\*\*\*

## OATH OF OFFICE

STATE OF CALIFORNIA

County of Monterey } ss.

I, Mary Ann Carbone do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**MAYOR**

\_\_\_\_\_  
(NAME OF OFFICE)

\_\_\_\_\_  
(CANDIDATE SIGNATURE)

Subscribed and sworn to before me, this 15<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
SIGNATURE OF PERSON

ADMINISTERING OATH

\_\_\_\_\_  
(TITLE)

# Certificate of Election and Oath of Office

I, Connie Horca, Acting City Clerk of the City of Sand City, State of California, do hereby certify that at an Election held in this City, on the 3<sup>rd</sup> day of November, 2020, Kim Cruz was elected to the office of COUNCIL MEMBER as appears by the official result of the November 3<sup>rd</sup>, 2020 General Municipal Election on file in my office.

Witness my hand and official seal this 15<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
(CITY CLERK)

\*\*\*\*\*

## OATH OF OFFICE

STATE OF CALIFORNIA

County of Monterey } ss.

I, Kim Cruz do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**COUNCIL MEMBER**

\_\_\_\_\_  
(NAME OF OFFICE)

\_\_\_\_\_  
(CANDIDATE SIGNATURE)

Subscribed and sworn to before me, this 15th day of December, 2020.

\_\_\_\_\_  
SIGNATURE OF PERSON

ADMINISTERING OATH

\_\_\_\_\_  
(TITLE)

# Certificate of Election and Oath of Office

I, Connie Horca, Acting City Clerk of the City of Sand City, State of California, do hereby certify that at an Election held in this City, on the 3<sup>rd</sup> day of November, 2020, Gregory Hawthorne was elected to the office of COUNCIL MEMBER as appears by the official result of the November 3<sup>rd</sup>, 2020 General Municipal Election on file in my office.

Witness my hand and official seal this 15<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
(CITY CLERK)

\*\*\*\*\*

## OATH OF OFFICE

STATE OF CALIFORNIA

County of Monterey } ss.

I, Gregory Hawthorne do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**COUNCIL MEMBER**

\_\_\_\_\_  
(NAME OF OFFICE)

\_\_\_\_\_  
(CANDIDATE SIGNATURE)

Subscribed and sworn to before me, this 15<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
SIGNATURE OF PERSON

ADMINISTERING OATH

\_\_\_\_\_  
(TITLE)

**AGENDA ITEM  
6A.**

**Approval of December 1, 2020 Sand City  
Council Meeting Minutes**

**MINUTES**  
**JOINT SAND CITY COUNCIL AND SUCCESSOR**  
**AGENCY OF THE REDEVELOPMENT AGENCY**

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Regular Meeting - Tuesday, December 1, 2020  
5:30 PM

As allowed per the State of California Governor's Executive Order N-29-20, this meeting was  
conducted by teleconference

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Mayor Carbone opened the meeting at 5:30 P.M.

**AGENDA ITEM 1, ROLL CALL**

The following members of the Council and Staff attended the meeting via Zoom teleconference.

Present: Mayor Mary Ann Carbone  
Vice Mayor Blackwelder  
Council Member Hawthorne  
Council Member Sofer  
Council Member Cruz

Staff: Aaron Blair, City Manager  
Vibeke Norgaard, City Attorney  
Connie Horca, Acting City Clerk  
City Planner, Charles Pooler  
Police Chief, Brian Ferrante

**AGENDA ITEM 2, ANNOUNCEMENTS BY MAYOR AND CITY ADMINISTRATOR**

Mayor Carbone announced that her Mayors report for November was emailed earlier and that the City Manager's report was included in the agenda packet.

City Manager Blair added that he highlighted items that may be of interest to the City Council.

**AGENDA ITEM 3, COMMUNICATIONS**

5:33 P.M. Floor opened for Public Comment.

There was no comments from the Public in person, via writing or through telecommunications.

5:33 P.M. Floor closed to Public Comment

#### **AGENDA ITEM 4, CONSENT CALENDAR**

- 4A. There was no discussion of the November 17, 2020 Sand City Council Meeting Minutes.
- 4B. There was no discussion of the City/Successor Agency Financial Report, October 2020.
- 4C. There was no discussion of the City **Resolution** Honoring Jane Parker for Her Contribution and Service of 12 Years as the Fourth District Supervisor for Monterey County

Motion to approve the Consent Calendar items was made by Council Member Blackwelder, seconded by Council Member Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

#### **AGENDA ITEM 5, CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR**

There were no items pulled from the Consent Calendar.

#### **AGENDA ITEM 6, PUBLIC HEARING**

*{Council Members Carbone and Cruz recused from the on-line meeting due to a possible conflict of interest by residing within 500' of the subject property}*

*Vice Mayor Blackwelder presided over the meeting.*

- 6A. Consideration of City RESOLUTION Approving Conditional Use Permit 645 regarding the Addition of a 2nd Level Deck to an Existing Residential Dwelling at 1875 Oceanview Avenue**

City Planner Charles Pooler presented an application submitted by Luke Kilpatrick for approval to construct an elevated 2<sup>nd</sup> level deck at the rear side of an existing two-story single-family residence at 1875 Oceanview Avenue. The Project also requires an amendment of the setback standards of the Subject Property's R2-PUD zoning to allow the reduced setbacks of the proposed deck and deck walkway. He provided the site and project descriptions to include the measurements of the proposed deck that will encompass a total of 481 square feet. In order to proceed, the Project would need an amendment of the R2-PUD zoning and the proposed deck is consistent with

existing 2<sup>nd</sup> level decks on abutting residential properties. Staff supports amending the R2-PUD zoning standard to establish reduced setback for the elevated open deck only while maintaining the existing setback requirements for the primary structure. Furthermore, the permit is conditioned to not be in effect until an ordinance is adopted by the City Council that allows the reduced setbacks. The Design Review Committee (DRC) held a public hearing on Friday November 20, 2020 at 12:00 noon, to consider the Project's architectural design, and found the use of materials, colors, and the overall design acceptable. Staff recommends the Council approve the attached conditional use permit for the project and approve for first reading an Ordinance to amend the subject property's (R2-PUD) zoning to add reduced setback standards for open decks.

There were no questions or comments from the Council.

5:41 P.M. Floor opened for Public Comment.

The applicant, Luke Kilpatrick commented that he bought the property a while back and would like a deck to enjoy the ocean view and enjoy outdoor living.

There were no comments from the Public in person, via writing or through telecommunications.

5:43 P.M. Floor closed to Public Comment.

Motion to approve the City **Resolution** approving Conditional Use Permit 645 regarding the Addition of a 2nd Level Deck to an Existing Residential Dwelling at 1875 Oceanview Avenue was made by Council Member Blackwelder, seconded by Councilmember Sofer. Roll call Vote AYES: Council Member Blackwelder, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: Council Members Carbone, Cruz. Motion carried.

Motion to waive full reading of the **Ordinance** amending Ordinance 06-02, which reclassified property at 1875 Ocean View Avenue from High Density Residential (R3) to Medium Density Residential Planned Unit Development (R2-PUD), for Modification of Building Setbacks was made by Councilmember Hawthorne, seconded by Councilmember Sofer. Roll Call AYES: Council Members Blackwelder, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: Council Members Carbone, Cruz. Motion carried.

Motion to approve the First Reading of the **Ordinance, by title only** amending Ordinance 06-02, which reclassified property at 1875 Ocean View Avenue from High Density Residential (R3) to Medium Density Residential Planned Unite

Development (R2-PUD), for Modification of Building Setbacks was made by Councilmember Sofer, seconded by Councilmember Hawthorne. Roll call Vote AYES: Council Members Blackwelder, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

*{Council Members Carbone and Cruz re-joined the online meeting}*

*Mayor Carbone continued to preside over the meeting.*

*{A name draw was conducted for agenda item 6B due to possible conflicts by residing within 500' of the subject property. As a result of the name draw, Council Members Hawthorne and Sofer recused from the online meeting}*

**6B. Consideration of City RESOLUTION to Approve Conditional Use Permit 646 (inclusive of Site Plan and Design Review) for the Development of a Live-Work Project at 445 Orange Avenue**

City Planner Pooler presented and application submitted by Anatoly Ostretsov representing the Taormina Family for site plan and architectural review of an approximate 2,722 square foot 3-story single unit live-work development. Mr. Pooler provided the site and project descriptions that will consist of two bedrooms, a kitchen dining area, decks and a garage. The Project provides sufficient space for three (3) code compliant parking spaces inside the garage and another two (2) code compliant parking spaces in the driveway for a total of five (5) parking spaces. The permit should require that a minimum of two (2) on-site parking spaces be provided, one inside the garage and one on the driveway. The overall building design is modern contemporary in both form and materials. Previously allocated water in addition to on-site credit, based on current information and City staff's calculations, is sufficient to accommodate the Project. The Design Review Committee (DRC) held a public hearing on Friday, November 20, to consider architectural design elements and the Committee's consensus was to support the Project as proposed by the Applicant. Staff recommends approval to the attached resolution approving the conditional use permit for the residential use, site design, and architecture of the Project.

5:54 P.M. Floor opened for Public Comment.

Architect, Mr. Ostretsov representing the Taormina Family commented that he is very grateful for the help of Mr. Pooler regarding the project. In response to the Mayor's inquiry whether Mr. Taormina was in agreement with the conditions of the use permit, Mr. Ostretsov responded that Mr. Taormina was in agreement with permit conditions.

There were no comments from the Public in person, via writing or through telecommunications

5:56 P.M. Floor closed to Public Comment.



Motion to approve the City **Resolution** approving Conditional Use Permit 646 (inclusive of Site Plan and Design Review) for the Development of a Live-Work Project at 445 Orange Avenue was made by Council Member Blackwelder, seconded by Councilmember Cruz. Roll call Vote AYES: Council Members Carbone, Blackwelder, Cruz. NOES: None. ABSENT: None. ABSTAIN: Council Members Hawthorne, Sofer. Motion carried.

*{Council Members Hawthorne and Sofer re-joined the meeting}*

## **AGENDA ITEM 7, NEW BUSINESS**

- 7A. Consideration of City RESOLUTION Approving a Contract with 4leaf, Inc. to Provide Comprehensive Building Services, including but not limited to, Building Permit Issuance, Building Inspections Services, Building Plan Review Services, Code Enforcement, and Building Official Oversight and Response {this item continued from the November 17, 2020 Council meeting}**

City Manager Blair reported that on August 13, 2020 the City distributed an RFQ for building services and the City received 3 proposals. Following review, staff felt that 4Leaf was the best qualified firm to meet the needs of the City. Staff recommends approval of the attached resolution to contract with 4Leaf and to terminate the existing contract with the City of Monterey.

In response to Council Member Sofer's inquiry regarding Code Enforcement was included, that those services are included. He also addressed Council Member Cruz's concern regarding revisiting the City's fee structure since it is low and not comparable to other jurisdictions.

Mr. Pooler provided a history with the City of Monterey's building services, and have gone through major changes that has reduced their capacity to meet the City's needs for building services. He also mentioned that the municipal code contains code enforcement fees and will possibility need to be updated.

City Attorney Norgaard added that the code enforcement fees were last updated during her tenure as Assistant City Attorney. What the City could use is to consider an Administrative Citation Ordinance to work through citation issues rather than go to court, and this item should be agendized.

Mr. Pooler responded to Council Member Hawthorne's question regarding the type of service to be expected from 4Leaf, and he noted that the building inspections should be more efficient. They will also be working with the City regarding the IworQs system.

6:08 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

6:08 P.M. Floor closed to the Public.

Motion to approve the City **Resolution** approving a Contract with 4leaf, Inc. to provide Comprehensive Building Services, including but not limited to, Building Permit Issuance, Building Inspections Services, Building Plan Review Services, Code Enforcement, and Building Official Oversight and Response was made by Council Member Blackwelder, seconded by Councilmember Sofer. Roll call Vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne. Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

*{Council Member Hawthorne recused from the online meeting due to a possible conflict of interest with agenda item 7B as the property owner. A name draw was conducted and Council Member Sofer stepped down from the dais due to a possible conflict of interest by residing within 500' of the subject property}*

**7B. Consideration and Approval of City RESOLUTION Granting the City Manager Authorization to Execute a Water Assignment Agreement and Assign up to 0.174 Acre-Feet of Water from the Sand City Water Entitlement for the Greg Hawthorne Commercial Building Addition Project at 460 Elder Avenue (APN 011-237-022)**

**City Planner Charles Pooler reported that in** September of 2017, Council approved a land entitlement permit for Greg Hawthorne authorizing facade enhancements to an existing building and the construction of a 2,925 square foot 2-story attached building addition at 460 Elder Avenue. There is existing water credit of 0.409 acre-feet per year for the existing building and a 0.034 af/y credit for a 483 square foot 1-story structure to be demolished. Additional water is needed to supplement on-site credit to accommodate the additional floor area of the building addition. After deducting the existing on-site water credit, the Project needs an allocation of 0.174 af/y for the building addition and new landscaping. Staff recommends approval of the attached resolution.

6:13 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

6:13 P.M. Floor closed to the Public.

Mayor Carbone inquired whether Mr. Hawthorne was in agreement with the water assignment agreement. Mr. Hawthorne responded that he was in agreement with all the terms contained in the agreement.

Motion to approve the City **Resolution** granting the City Manager authorization to Execute a Water Assignment Agreement and Assign up to 0.174 Acre-Feet of Water from the Sand City Water Entitlement for the Greg Hawthorne Commercial Building Addition Project at 460 Elder Avenue (APN 011-237-022) was made by Council Member Blackwelder, seconded by Councilmember Cruz. Roll call Vote AYES: Council Members Carbone, Blackwelder, Cruz. NOES: None. ABSENT: None. ABSTAIN: Council Members Hawthorne, Sofer. Motion carried.

*{Council Members Hawthorne and Sofer rejoined the online meeting}*

**7C. Consideration of City RESOLUTION Approving an Amendment to the Chief of Police/Public Works Supervisor Employment Agreement**

City Manager Blair reported that the attached is a resolution amending the Chief of Police's employment agreement. He has done an exceptional job as police chief. The Chief has agreed to the terms of the attached amendment. He touched on points to the employment agreement. Staff recommends approval of the attached amendment to the Chief of Police Employment agreement.

City Attorney Norgaard clarified that the language was changed to reflect that the Chief had received step increases in accordance with his contract and the City's salary schedule but had not received a longevity increase. She explained that under the terms of his existing contract he will receive additional longevity increases in accordance with the salary schedule.

Council Member Blackwelder received an explanation to his inquiry about an automatic increase and that for certain miscellaneous employees it would be known as a 'step increase'. The Police Chief is now at the top step and no longer qualifies for a step increase.

6:19 P.M. Floor opened for Public Comment.

There were no comments from the Public in person, via writing or through telecommunications.

6:19 P.M. Floor closed to the Public.

Motion to approve the City **Resolution** approving an Amendment to the Chief of Police/Public Works Supervisor Employment Agreement was made by Council Member Blackwelder, seconded by Councilmember Sofer. AYES: Council Members Carbone, Blackwelder, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

**7D. Consideration of Cancelling Future City Council meeting**

**PURPOSE: It is proposed that the City Council cancel the City Council meeting scheduled for January 5, 2021 to minimize conflict with the Christmas and New Year's Holiday closure of City Hall, December 24, 2020 – January 1, 2021**

City Manager Blair reported that City Staff is out of the office on vacation for the Christmas holiday and requests that the Council approve cancelling the January 5, 2021 Council meeting.

Motion to approve cancelling the January 5, 2021 City Council meeting was made by Council Member Blackwelder, seconded by Councilmember Sofer. Roll Call vote AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer. NOES: None. ABSENT: None. ABSTAIN: None. Motion carried.

**7E. Comments by Council Members on Meetings and Items of Interest to Sand City**

Council Member Sofer reported on her attendance at the Monterey County Commission of Disabilities Zoom meeting, her appointment to the In Home Social Services (IHSS), and her plan to attend the Blue Zones teleconference this week.

Vice Mayor Blackwelder requested a copy of the trail map for the area.

Council Member Hawthorne suggested that a newsletter be distributed to the residents every month to keep them informed of items of interest regarding the City. He also suggested setting up a website so that constituents can provide comments to the Council and wanted to be able to reach out to the residents.

Council Member Blackwelder further suggested that the newsletter should contain information regarding the loss of revenue due to the failure of Measure U not passing.

The Council discussed how questions should be answered on the website, that answers should be approved by legal counsel, and that a process should be established to answer questions. Mayor Carbone provided history regarding the issue of 'blogging'/comments and agreed with Council Member Hawthorne's suggestion of getting information to the residents.

City Manager Blair added that he has set up a 'mailchimp' to allow staff to comment and provide feedback. Council Member Sofer mentioned that this item should be agendaized for further discussion.

**7F. Upcoming Meetings and Events**

Council Member Hawthorne notified the Council of the upcoming TAMC meeting. Mayor Carbone reported that the City of Monterey Fire Department will still be providing gifts for needy families with a different process due to Covid-19. She added that there will be no Tree Lighting Ceremony.

**AGENDA ITEM 8, ADJOURNMENT**

Motion to adjourn the meeting made by Council Member Blackwelder, seconded by Council Member Hawthorne. There was consensus of the City Council to adjourn the meeting at 6:40 p.m. to the next regularly scheduled City Council meeting on Tuesday, December 15, 2020 at 5:30 p.m.

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Connie Horca, Acting City Clerk

**Joint Sand City Council and Successor Agency of the  
Redevelopment Agency Minutes 12.01.20 Regular  
Meeting**

**AGENDA ITEM  
6B.**

**Approval of City RESOLUTION Making Re-  
Appointments of Greg Hawthorne and  
John Lewis to the Sand City Design Review  
Committee until January 31st of 2023  
(Hawthorne & Lewis)**

**CITY OF SAND CITY**

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**STAFF REPORT**

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**DECEMBER 2, 2020  
(For City Council Review on December 15, 2020)**

**TO: Mayor and City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Re-Appointments to Design Review Committee  
(Greg Hawthorne & John Lewis)**

**BACKGROUND**

Membership on the Sand City Design Review Committee (DRC) is for 2-year intervals. Two of the five DRC members' terms are due to expire on January 31, 2021. These members are Greg Hawthorne and John Lewis. Mr. Hawthorne has diligently attended meetings and made positive contributions in his capacity as a DRC member in the review of projects during their terms. Mr. Lewis was appointed in 2019 to complete the remaining term of Andy Briant who resigned that same year. John Lewis is chief executive officer of the design and contractor firm The Lewis Builder, with years of professional architectural and design experience. Mr. Lewis has not had much opportunity as yet to participate with the DRC due to a lack of meetings since his appointment; however, his professional background can positively contribute to the DRC and the City.

**RECOMMENDATION**

Staff recommends the approval of the attached resolution, reappointing John Lewis and Greg Hawthorne to the Design Review Committee for a 2-year term, to terminate on January 31, 2023.



**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY MAKING  
RE-APPOINTMENTS OF GREG HAWTHORNE AND JOHN LEWIS TO THE  
SAND CITY DESIGN REVIEW COMMITTEE UNTIL JANUARY 31<sup>ST</sup> OF 2023  
(Hawthorne & Lewis)**

**WHEREAS**, the Design Review Committee (the “DRC”) is a body of at least five (5) members that function to impart fair and balanced review of design applications submitted to the City of Sand City (the “City”); and

**WHEREAS**, the terms of John Lewis and Greg Hawthorne are approaching their expiration of January 31, 2021, but wish to continue their participation on, and contributions to, the DRC; and

**WHEREAS**, DRC members Greg Hawthorne and John Lewis have served effectively and conscientiously on the DRC during their terms and have been effective and conscientious reviewers of development projects within the City; and

**WHEREAS**, Greg Hawthorne is a renowned artist and active member and resident of the City’s community and John Lewis is chief executive officer of a design and contractor firm with years of professional architectural and design experience; and

**WHEREAS**, both John Lewis and Greg Hawthorne have the capacity to provide invaluable insight in the architectural and design review of development projects.

**NOW, THEREFORE, BE IT RESOLVED** by the Sand City Council that John Lewis and Greg Hawthorne be reappointed to the DRC, each for a two (2) year term lasting until January 31, 2023.

**PASSED AND ADOPTED** by the Sand City Council on this \_\_\_\_ day of December, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

\_\_\_\_\_  
Connie Horca, Acting City Clerk

**AGENDA ITEM  
6C.**

**Approval of City RESOLUTION of  
Amendment #2 to the Subrecipient  
Agreement between the County of  
Monterey and the City of Sand City for the  
CDBG Year 2018-2019 Calabrese Park  
Project**



# City of Sand City

Agenda Item  <u>6C</u>
---------------------------------

## Staff Report

**TO:** Honorable Mayor and City Council Members  
**FROM:** Aaron Blair, City Manager  
**DATE:** November 25, 2020 (Meeting Date: December 15, 2020)  
**SUBJECT:** Amendment #2 to the subrecipient agreement between the County of Monterey and the City of Sand City for the CDBG year 2018-2019 Calabrese Park Project

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### Discussion:

The City of Sand City (“Subrecipient”) applied for and was approved to receive FY 2018-2019 Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. The City entered into a Grant Agreement with HUD with authority to expend funds as of July 1, 2018. Pursuant to the Grant Agreement, the County of Monterey (“Grantee”) and Subrecipient entered into that certain Subrecipient Agreement dated July 1, 2018 to implement the Subrecipient’s Calabrese Park Project. Grantee and Subrecipient wish to amend the terms of the Subrecipient Agreement Amendment #1 Attachment A to extend the time to complete the Project.

The purpose of Amendment #2 to the subrecipient agreement for the CDBG year 2018-2019 Calabrese Park Project is to extend the deadline for performance to June 20, 2021 and to modify the available funding from \$60,000 to \$90,000.

### CEQA

Receipt of grant funding in itself is not subject to CEQA (California Environmental Quality Act) as it will not result in a direct or reasonably indirect physical change in the environment [CEQA Guideline section 15060(c)(2)]. Furthermore, said grant funding targeted for the repair and improvement, including ADA accessibility updates/improvements of an existing public park facility and surrounding public sidewalks, qualifies for a categorical exemption per CEQA guideline Section 15301.

### Fiscal Impact:

Amendment #2 will increase the available CDBG funding from \$60,000 to \$90,000. By agreeing to receive the increased funding the City is also agreeing to the following;

- A. The Subrecipient acknowledges that the total available funding of \$90,000 represents the Subrecipient's total amount available through the Urban County for the program years 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25.
- B. In order to receive all nine years of funding, the Subrecipient agrees to sign the Urban County Joint Powers Agreement for the term 2022-23 through 2024-25.
- C. The Subrecipient further acknowledges by agreeing to participate in the Urban County, it may not participate in the California State Community Development Block Grant (CDBG) before July 1, 2025.

**Recommendation:**

Staff recommends that the City Council approve amendment #2 to the subrecipient agreement for the CDBG year 2018-2019 Calabrese Park Project extending the deadline for performance to June 20, 2021 and modifying the available funding from \$60,000 to \$90,000.

**AMENDMENT # 1  
TO THE  
SUBRECIPIENT AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
And  
CITY OF SAND CITY  
For the  
CDBG YEAR 2018-2019 CALABRESE PARK PROJECT**

THIS AMENDMENT #1 is entered into this 1<sup>st</sup> day of June 2019 by and between the County of Monterey (herein called "Grantee") and the City Of Sand City (herein called "Subrecipient").

WHEREAS, Grantee, in conjunction with the cities of Gonzales, Greenfield, and Sand City, formed a Housing and Urban Development (HUD) Urban County jurisdiction (Urban County) in order to become a direct entitlement jurisdiction with HUD;

WHEREAS, Grantee applied for and was approved to receive FY 2018-2019 Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

WHEREAS, Grantee entered into a Grant Agreement with HUD with authority to expend funds as of July 1, 2018;

WHEREAS, pursuant to the Grant Agreement, Grantee and Subrecipient entered into that certain Subrecipient Agreement dated July 1, 2018 to implement the Subrecipient's Calabrese Park Project; and

WHEREAS, Grantee and Subrecipient wish to amend the terms of the Subrecipient Agreement to extend the time to complete the Project.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph II – TIME OF PERFORMANCE, is hereby deleted and replaced with the following:

The Grant Agreement provides that performance may begin effective July 1, 2018, for purposes of determining eligible expenses. Accordingly, services of Subrecipient shall start on the 1st day of July 2018 and end on the 30<sup>th</sup> day of June 2020. The term of this Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional time period consistent with grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG funds or other CDBG assets, including program income. The Schedule of Performance shown in Attachment C is replaced in its entirety with Attachment C-1.

II. All other terms and conditions of the Subrecipient Agreement remain unchanged.

III. A copy of this AMENDMENT and Attachment C-1 shall be attached to the original Subrecipient Agreement, dated July 1, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

SUBRECIPIENT

COUNTY OF MONTEREY

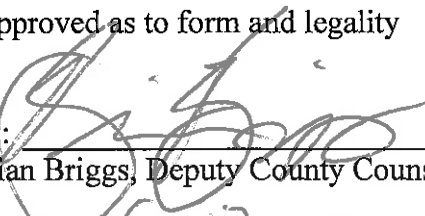
By:   
Fred Meurer, Interim City Administrator

By:   
Anastacia Wyatt, Housing Program  
Manager

Date: 31 May 2019

Date: 6-24-19

By:   
City Attorney


Approved as to form and legality  
By:   
Brian Briggs, Deputy County Counsel

Date: 5/31/19

Date: 6-12-19

Reviewed as to fiscal provisions:

By: \_\_\_\_\_

By:   
Gary Giboney, Chief Deputy Auditor  
Controller

Date: \_\_\_\_\_

Date: 6/17/2019

**Attachment C-1  
Schedule of Performance**

<b>Milestone</b>	1 <sup>st</sup> Qtr 2018-19 % of Milestone Complete	2 <sup>nd</sup> Qtr 2018-19 % of Milestone Complete	3 <sup>rd</sup> Qtr 2018-19 % of Milestone Complete	4 <sup>th</sup> Qtr 2018-19 % of Milestone Complete	1 <sup>st</sup> Qtr 2019-20 % of Milestone Complete	2 <sup>nd</sup> Qtr 2019-20 % of Milestone Complete	3 <sup>rd</sup> Qtr 2019-20 % of Milestone Complete	4 <sup>th</sup> Qtr 2019-20 % of Milestone Complete
Engineering & Environmental			25%	50%	100%			
Bidding					100%			
Construction					25%	100%		
Close-Out						100%		

**Attachment C  
Budget**

Budget Category	Budget for FY2018/19
<b>Employee Services</b>	
<b>Supplies and Materials</b>	
Consumable Supplies	
Non-Consumable Supplies	
<b>Outside Services</b>	
Telephone	
Utilities	
Maintenance	
Contract/Consultant Services	\$60,000.00
<b>Other Charges</b>	
Rent	
Travel (Mileage)	
Insurance	
<b>Capital Outlay</b>	
Equipment/Furniture	
<b>Other</b>	
<b>Total</b>	<b>\$60,000.00</b>



**CITY OF SAND CITY**

**RESOLUTION SC \_\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING AMENDMENT #2 TO THE SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND CITY OF SAND CITY FOR THE CDBG YEAR 2018-2019 CALABRESE PARK PROJECT**

THIS AMENDMENT is entered into this \_\_\_\_ day of December 2020 by and between the County of Monterey (herein called "Grantee") and the City of Sand City (herein called "Subrecipient").

**WHEREAS**, Grantee, in conjunction with the cities of Gonzales, Greenfield, and Sand City, formed a Housing and Urban Development (HUD) Urban County jurisdiction (Urban County) in order to become a direct entitlement jurisdiction with HUD;

**WHEREAS**, Grantee applied for and was approved to receive FY 2018-2019 Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

**WHEREAS**, Grantee entered into a Grant Agreement with HUD with authority to expend funds as of July 1, 2018;

**WHEREAS**, pursuant to the Grant Agreement, Grantee and Subrecipient entered into that certain Subrecipient Agreement dated July 1, 2018 to implement the Subrecipient's Calabrese Park Project; and

**WHEREAS**, Grantee and Subrecipient wish to amend the terms of the Subrecipient Agreement Amendment #1 Attachment A to extend the time to complete the Project.

**NOW, THEREFORE**, it is agreed between the parties hereto that:

1. Paragraph II – TIME OF PERFORMANCE, as amended, is hereby deleted and replaced with the following:

The Grant Agreement provides that performance shall begin effective July 1, 2018, for purposes of determining eligible expenses. Accordingly, services of Subrecipient shall start on the 1<sup>st</sup> day of July 2018 and end on the 30<sup>th</sup> day of June 2021. The term of this Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional time period consistent with grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG funds or other CDBG assets, including program income. The Schedule of Performance shown in Attachment C-1 is replaced in its entirety with Attachment C-2.

2. Attachment C – BUDGET, is hereby deleted and replaced with the following:

	Available Funding
Employee Services	\$0
Supplies and Materials	\$0
Outside Services	\$0
Construction Services	\$90,000
Other Charges	\$0
Capital Outlay	\$0
Total	\$90,000

- A. The Subrecipient acknowledges that the total available funding of \$90,000 represents the Subrecipient’s total amount available through the Urban County for the program years 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25.
- B. In order to receive all nine years of funding, the Subrecipient agrees to sign the Urban County Joint Powers Agreement for the term 2022-23 through 2024-25.
- C. The Subrecipient further acknowledges by agreeing to participate in the Urban County, it may not participate in the California State Community Development Block Grant (CDBG) before July 1, 2025.

3. All other terms and conditions of the Subrecipient Agreement remain unchanged.

**PASSED AND ADOPTED** by the City Council of Sand City on this\_\_\_\_, day of December, 2020 by the following vote:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

APPROVED:

\_\_\_\_\_  
 Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
 Connie Horca, Acting City Clerk

**AMENDMENT #2  
TO THE  
SUBRECIPIENT AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
And  
CITY OF SAND CITY  
For the  
CDBG YEAR 2018-2019 CALABRESE PARK PROJECT**

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WHEREAS, Grantee entered into a Grant Agreement with HUD with authority to expend funds as of July 1, 2018;

WHEREAS, pursuant to the Grant Agreement, Grantee and Subrecipient entered into that certain Subrecipient Agreement dated July 1, 2018 to implement the Subrecipient’s Calabrese Park Project; and

WHEREAS, Grantee and Subrecipient wish to amend the terms of the Subrecipient Agreement Amendment #1 Attachment A to extend the time to complete the Project.

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Total	\$90,000

- A. The Subrecipient acknowledges that the total available funding of \$90,000 represents the Subrecipient's total amount available through the Urban County for the program years 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25.
- B. In order to receive all nine years of funding, the Subrecipient agrees to sign the Urban County Joint Powers Agreement for the term 2022-23 through 2024-25.
- C. The Subrecipient further acknowledges by agreeing to participate in the Urban County, it may not participate in the California State Community Development Block Grant (CDBG) before July 1, 2025.

III. All other terms and conditions of the Subrecipient Agreement remain unchanged.

IV. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated July 1, 2018.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the Agreement on the dates set forth below.

SUBRECIPIENT

COUNTY OF MONTEREY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality

Approved as to form and legality

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed as to fiscal provisions:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Milestone	Program Year 2018-19				Program Year 2019-20				Program Year 2020-21			
	1st Qtr % Complete	2nd Qtr % Complete	3rd Qtr % Complete	4th Qtr % Complete	1st Qtr % Complete	2nd Qtr % Complete	3rd Qtr % Complete	4th Qtr % Complete	1st Qtr % Complete	2nd Qtr % Complete	3rd Qtr % Complete	4th Qtr % Complete
Engineering & Environmental			25%	35%	45%	50%	75%	85%	95%	100%		
Bidding										100%		
Construction										10%	90%	100%
Close-Out												

Attachment C-2  
Schedule of Performance

**AGENDA ITEM  
6D.**

**Approval of City RESOLUTION Updating  
the Appointments to Various Local and  
Regional Agencies and Boards Effective  
January 1, 2021**



# *City of Sand City*

Agenda  
Item

6D

## Staff Memo

**TO:** City Council  
**FROM:** Mary Ann Carbone, Mayor  
**DATE:** December 9, 2020 (for December 15, 2020 Council meeting)  
**SUBJECT:** Local and Regional Agency Appointments for 2021

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### **Background:**

Each year, the City Council reviews the council and staff appointments to various local and regional agencies throughout Monterey County. The appointed representatives serve to represent the City of Sand City on various local and regional agency boards and have been chosen to serve for 2021. The attached list has been updated to reflect the appointments of council and staff to these agencies.

### **CEQA:**

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

### **Fiscal Impact:**

There is no fiscal impact associated with the approval of the appointments to local and regional agency boards.

### **Recommendation:**

Staff seeks council approval of the attached resolution updating the appointments to various local and regional agencies and boards effective January 1, 2021.



**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY UPDATING THE  
APPOINTMENTS TO VARIOUS LOCAL AND REGIONAL AGENCIES AND BOARDS  
EFFECTIVE JANUARY 1, 2021**

**WHEREAS**, the Sand City Council has appointed representatives who have represented the City of Sand City well in the past on their respective board assignments; and

**WHEREAS**, the attached Sand City Representatives List also reflects Staff appointments to various agencies and organizations; and

**WHEREAS**, the Sand City Representatives List also includes the appointments of Sand City business owners, City Manager-Staff Members, and property owners to Advisory Committees as listed in Section D of the attached Exhibit A; and

**WHEREAS**, the attached Sand City Representatives List has been updated to reflect the changes to appointments of Council Members who have expressed their desire to serve on various agencies

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Sand City hereby approves the appointments including changes as listed on Exhibit A, attached hereto and incorporated herein by this reference.

**PASSED AND ADOPTED** by the City Council this 15<sup>th</sup>, day of December, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Connie Horca, Acting City Clerk

SAND CITY APPOINTMENTS LIST

<u>Agency</u>	<u>Staff Members</u>	<u>Agency Telephone</u>
<b>Various Agencies &amp; Organizations</b>		
AMBAG 2nd Wednesday each month @ 6:00 p.m.	Board: Mayor Mary Ann Carbone; Jerry Blackwelder Technical/Planning: Aaron Blair; Charles Pooler	883-3750
Ambag: (RAC) Regional Advisory Committee	VACANT	883-3750
Airport Land Use Commission 4th Monday each month @ 3:00 p.m.	Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	755-5066
Chambers of Commerce: Sand City/Seaside	Board: Libby Sofer; Staff: Aaron Blair	394-6501
Central Coast Community Energy (3CE)	Board Primary Alternate: Mayor Mary Ann Carbone Board Alternate: Jerry Blackwelder	641-7216
Community Human Services 3rd Thursday each month @ 11:00 a.m.	Board: Mayor Mary Ann Carbone Alternate: Kim Cruz Finance: Public Member Linda Scholink	899-4131
Community Restorative Justice Commission 3rd Monday each month@	Appt. by Board of Supervisors: Mayor Mary Ann Carbone	(831) 755-3961
League of Ca.Cities Legislative Liaison Team	Mayor Mary Ann Carbone; Jerry Blackwelder Monterey Bay Division (appointed) 2nd Vice President: Mayor Mary Ann Carbone	915-8293
MBAIF/MBASIA Quarterly or as Needed	Aaron Blair	438-0267
MC Convention & Visitors Bureau Quarterly or as Needed	Community Relations: Kim Cruz Alternate: Libby Sofer	831-657-6409
Monterey One Water (formerly: MRWPCA) last Monday of each month @ 6:00 p.m.	Board: Mayor Mary Ann Carbone; Jerry Blackwelder Staff: Aaron Blair	372-3367
Mosquito Abatement District 2nd Tuesday @ 12:00 Noon	Board: Mayor Mary Ann Carbone Alt: Kim Cruz	373-2483
Monterey Bay Unified Air Pollution Control District (MBUAPCD) 1st Wednesday @ 10:30 a.m.	Appointment of the MCMA Selection Committee Board : Mayor Mary Ann Carbone Alternate: Jerry Blackwelder	755-5066
Monterey County Bus. Council	Greg Hawthorne; Staff:Aaron Blair Alternate: Kim Cruz	833-9443
Monterey County Commission on Disabilities last Monday of each month @ 2:00 pm	Commissoner: Libby Sofer Alternate: Jerry Blackwelder	755-5117

## Exhibit A

<p>Monterey County Mayor's Association 1st Friday of each month @ 12:00 pm</p>	<p>Mayor Mary Ann Carbone Alternate: Jerry Blackwelder</p>	<p>429-6605</p>
<p>MoCo Integrated Waste Management</p>	<p>Aaron Blair/Charles Pooler</p>	<p>755-8909</p>
<p>Monterey Peninsula Chamber of Commerce</p>	<p>Board: Greg Hawthorne Alternate: Kim Cruz</p>	<p>648-5360</p>
<p>Monterey-Salinas Transit District (MST) 2nd Monday of each month @ 10:00 a.m.</p>	<p>Board: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder</p>	<p>1-888-678-8271</p>
<p>Monterey Regional Stormwater Mgt. Program 4th Wednesday of every month @ 10:a.m.</p>	<p>Board: Leon Gomez</p>	<p>646-3799</p>
<p>MRWMD 3rd Friday each month @ 9:30 a.m.</p>	<p>Board: Jerry Blackwelder; Mary Ann Carbone Tech Comm: Aaron Blair; Charles Pooler</p>	<p>384-5313/755-</p>
<p>MPWMD 3rd Monday of each month @ 7:00 p.m.</p>	<p>Policy Advisory: Appointment by Mayors Association Technical Advisory: Aaron Blair Governance Committee: <b>Appointment by Mayors Association</b></p>	<p>658-5600</p>
<p>Regional Taxi Authority Meets once a year</p>	<p>Board: Mayor Mary Ann Carbone Alternate: Jerry Blackwelder</p>	<p>1-888-678-8271</p>
<p>Sanctuary Scenic Trail</p>	<p>Board: Aaron Blair; Charles Pooler</p>	<p>755-0903</p>
<p>Monterey County Oversight Board (SA)</p>	<p>Representatives: Aaron Blair</p>	<p>394-3054</p>
<p>Seaside County Sanitation District 2nd Tuesday of each month @ 9:30 a.m.</p>	<p>Board: Jerry Blackwelder/<b>Alt: Mayor Carbone</b></p>	<p>899-6200</p>
<p>TAMC 4th Wednesday of each month @ 9:00 a.m. TAC: 1st Thursday of each month</p>	<p>BOARD: Greg Hawthorne/Alternate: Jerry Blackwelder 2nd Alt: Kim Cruz BIKE: Libby Sofer / Meets @ Sand City Hall RAIL: Kim Cruz TAC: Leon Gomez/Aaron Blair</p>	<p>755-0903</p>
<p>WaterMaster Board (Seaside Groundwater Basin) 1st Wednesday of each month @ 1:30 p.m.</p>	<p>Board: Mayor Mary Ann Carbone; Aaron Blair Legal Counsel: Vibeke Norgaard TAC: Mary Ann Carbone/ Leon Gomez; Aaron Blair Budget: Aaron Blair</p>	<p>641-0113</p>

### **Sub-Committees**

<p>Budget &amp; Personnel</p>	<p>Chair: Mary Ann Carbone / Kim Cruz Staff: Aaron Blair</p>
<p>City Hall Remodel/Community Center</p>	<p>Mary Ann Carbone; Jerry Blackwelder</p>
<p>City Special Events Advisory Committee City BBQ, Awards Banquet, Community Garden, Xmas Party Fire Dept.</p>	<p>Mary Ann Carbone; Libby Sofer</p>

Coastal Issues & Development	Mary Ann Carbone; Greg Hawthorne STAFF: Aaron Blair; Charles Pooler
Parking Study	Greg Hawthorne; Jerry Blackwelder Staff: Aaron Blair; Charles Pooler; Leon Gomez
Parks & Open Space	Mary Ann Carbone; Jerry Blackwelder Staff: Aaron Blair; Charles Pooler
Public Safety/Public Works	Jerry Blackwelder/ Libby Sofer Staff: Aaron Blair; Brian Ferrante
Housing	Jerry Blackwelder; Staff:Aaron Blair; Charles Pooler
HCP / Habitat Issues Comm.	Mary Ann Carbone; Jerry Blackwelder Staff: Aaron Blair; Charles Pooler

**Advisory Committees**

Arts Committee	Chair: Greg Hawthorne, SC resident & business owner Kristen Fuentes Dawn Peters Shelby Hawthorne Brian Clark Mayor & City Representative Primary Staff: Aaron Blair	exp: 1/2021 exp: 1/2021 exp: 1/2021 exp: 1/2021 exp: 1/2021
Community Garden	Mayor Mary Ann Carbone Staff: Shelby Gorman, Mark Parker	
Design Review Committee <a href="#">2 - year Appointment</a>	John Lewis, Contractor Chris Barlow, Architect Elizabeth Sofer, SC resident Paul Davis Jr., architect Greg Hawthorne, SC resident & business owner Staff: Aaron Blair/Charles Pooler	exp: 01/2021 exp: 01/2022 exp: 01/2022 exp: 01/2022 exp: 01/2021
West End Oversight Committee	Mayor Mary Ann Carbone Aaron Blair Brian Ferrante, Police Chief Steve Vagnini, Coordinator Greg Hawthorne, Arts Committee	

Update: 12/09/2020

**AGENDA ITEM  
8A.**

**Discussion regarding Cannabis Prohibition  
presented by Mark Sisco {10 minutes}**

# CANNABUS PROHIBITION PROJECT SCOPE

## OVERVIEW

### 1. Populus Amet

**i** Honorable Mayor Carbone  
Respectable City Council Members: Jerry Blackwelder, Kim Cruz, Gregory Hawthorne, Elizabeth Sofer,  
Mark J. Sisco

### 2. Project Background

**i** Federal Law: S227 the Marijuana Opportunity Reinvestment and Expungement Act of 2019, also known as the MORE Act, is currently being considered for vote in the US Senate. Introduced by Kamala Harris, the bill's purpose is to decriminalize and deschedule cannabis. (<https://www.congress.gov/bill/116th-congress/senate-bill/2227/text>)

The vote has been delayed until after the election, but that does not change the fact that 33 states and the District of Columbia regulate the production and distribution of medical cannabis in a manner that is inconsistent with federal policy.

**California Law: Article 2.5. – The Medical Marijuana Program of the Uniform Controlled Substance Act under CA Health and Safety Code allows local governments to adopt local ordinances that regulate the location, operation, or establishment of a medicinal cannabis cooperative or collective.**  
([http://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=HSC&sectionNum=11362.83](http://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=HSC&sectionNum=11362.83))

### 3. Project Scope

**i** Establish city ordinances in accordance with CA Health & Safety Code to allow the deregulation of the prohibition of cannabis.

Create a zoning corridor that allows for a cannabis business.

637A Ortiz Ave.  
Sand City, CA 93955

This location has been secured and is across from post no bills.

All profits will be donated to the city for structural projects through a living trust.

This project will create jobs and income for the city. Profits will be donated through a living trust established for the city, that only the mayor and city council can control. The desire is for the funds to be used for the city infrastructure.

## 4. Requirements

- i** City council to incorporate new city ordinances
- Implement a zoning corridor in accordance with stated location
- Planning: friendly to the city that compliments the West End atmosphere (mural on building)



**AGENDA ITEM  
9A.**

**SECOND READING: ORDINANCE Amending Ordinance 06-02, which Reclassified Property at 1875 Ocean View Avenue from High Density Residential (R3) to Medium Density Residential Planned Unit Development (R2-PUD), for Modification of Building Setbacks**



# CITY OF SAND CITY

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## STAFF REPORT

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DECEMBER 2, 2020  
(For Council Meeting on December 15, 2020)

**TO: Mayor and City Council**

**FROM: Charles Pooler, City Planner**

**SUBJECT: Draft Ordinance (2<sup>nd</sup> Reading) for PUD Zoning Amendment regarding 2<sup>nd</sup> Level Deck Addition at 1875 Ocean View Avenue**

### SUMMARY

Luke Kilpatrick (the "Applicant"), as property owner and occupying resident, submitted an application for entitlement permit approval(s) to construct an elevated 2<sup>nd</sup> level deck at the north corner and along the northwest rear and southwest side of an existing single-family residence (the "Project") located at 1875 Ocean View Avenue (APN 011-131-017) in Sand City (the "Subject Property"). The Subject Property has a Medium-Density Residential Planned Unit Development (R2-PUD) zoning designation that was adopted and implemented in 2006 (City Ordinance 06-02).

At the December 1, 2020 City Council meeting and public hearing, the City Council took action to adopt, for first reading, an ordinance to modify setback requirements of the Subject Property's R2-PUD zoning to incorporate reduced setback standards for open decks. The City Council also approved Conditional Use Permit 645 (hereinafter "CUP 645") for the Project, however CUP 645 will not be active and does not go into effect unless and until the Ordinance amending the R2-PUD for the site is approved and goes into full effect (30-days after second reading and approval).

### DISCUSSION

#### Project Description:

The main deck area will measure 13'-7" by 25'-9", with a 5'-0" side setback to the northeast and a 4'-8.5" rear setback to the northwest. The deck would then extend as a 4'-8" wide walkway (with exception to a 3'-0" width at the chimney) along the remainder of the rear elevation to the west corner and wrap around and continue to the existing stairway (to be rebuilt as part of the Project) on the southwest elevation facing Fell Street. The proposed new decking would encompass a total of 481 square feet.

The deck will consist of wood frame construction with a board-n-baton facade siding along the deck railing that will match the existing facade treatment of the house. A tempered glass windscreen will sit atop the railing with copper cap. The deck's walkway along the

rear and side will have 2"x2" pickets with a 42-inch high railing. These design elements are consistent with the "Seaside" style architecture encouraged for the East Dunes. The deck posts will have visible cross bracing on the support posts below the deck in accordance with engineering specifications. No modification of the existing residential building's facade, footprint, height, or roof style or pitch are proposed with this Project. A plan check review by the City's building department and issuance of a building permit will be required prior to commencing construction of the Project.

Land Use: The Subject Property has a non-coastal zone designation of Medium Density Planned Unit Development (R2-PUD) that was adopted in 2006 to address setback issues the existing building had with its previous High-Density Residential (R-3) zoning. The R2-PUD Zoning for the Subject Property specifies a maximum of one (1) primary residential dwelling unit on a minimum lot area of 3,750 square feet. The existing structure and residential occupancy thereof is consistent and compliant with this requirement. The Project augments, and is accessory to, the existing and permitted residential use of the Subject Property, and is therefore consistent with the residential use and density requirements specified by this R2-PUD.

Setbacks: The R2-PUD zoning for the Subject Property identifies setback requirements for the building. As this deck will become an integral part of the building, those setback requirements are applicable to the Project. The R2-PUD zoning specifies a right-side (north) setback of 9-feet and a rear (west) setback of 10.5-feet that reflects the existing building, but conflicts with the Project's 5'-0" side setback and 4'-8.5" rear setback. The proposed reduced setback at the rear is necessary to provide a minimum 3'-0" width of the walkway around the existing rear chimney.

**Northeastern Side Setback:** A side setback of 5-feet is a common design standard for single family residential development. The property abutting the Subject Property has a 3'-0" side setback. When combined with a reduced 5'-0" setback for the Project, a total 8'-0" separation would be provided between the neighboring structures. Staff finds this acceptable in this circumstance as the Project is for an open deck, not an enclosed expansion of the primary structure. The house will maintain its current 9'-0" side setback to the northeast.

**Rear Setback:** For the East Dunes Planning District, staff has traditionally applied a site design methodology (based on the draft East Dunes Specific Plan drafted in the 1990's but not formally adopted) where the front and rear setbacks cumulatively would be a total of sixteen feet (16'), with a minimum 1-foot front setback for living space (not garage). This site design method is intended to encourage variation and shifting of front and rear setbacks of side-by-side properties to provide greater site design flexibility and avoid structures from having the same front and rear setbacks. It is also intended to bring living areas forward and recess garages back from the front. The front setback of the Subject Property is 27'-0" from the house to the Ocean View property line and 17'-0" feet from the existing front deck to the same front property line. Providing a 4'-8" rear setback for the rear deck in addition to the 17'-0" front setback of the existing deck provides a combined distance of 21'-8" feet,

which satisfies the draft East Dunes Specific Plan methodology of a minimum combined front+rear 16'-0" setback. Furthermore, such reductions in setbacks for the Project do not impede or reduce existing on-site parking availability, and is consistent with minimum building and fire code requirements. The house will maintain its current 10'-0" rear setback to the northwest with the exception of the chimney that legally encroaches in accordance with Municipal Code section 18.78.050(B).

In order for the Project to proceed, there needs to be an amendment of the Subject Property's R2-PUD zoning that allows reduced setbacks for the proposed deck. Amendment of the R2-PUD to adjust the setbacks can be justified in that a PUD zoning typically allows for more flexible site specific zoning regulations as compared to standard area-wide code requirements. Municipal Code section 18.60.010 specifies that a PUD may take advantage of unique site characteristics and/or unified ownership that harmonizes with existing and proposed land uses in the vicinity. The Subject Property is under unified ownership, and the proposed deck is consistent with existing 2<sup>nd</sup> level decks on abutting residential properties. The existing house was established on the Subject Property before the current edition of the City's zoning was adopted in 1982, resulting in the site becoming existing non-conforming with the High Density Residential (R-3) zoning previously applied to the site. The R2-PUD for the Subject Property was adopted in 2006 to address this non-conformity.

Staff supports amending the R2-PUD zoning standards of the Subject Property to establish reduced setbacks for the elevated open deck that decreases the side setback to five feet (5'-0") and decreases the rear setback to four-feet eight-inches (4'-8") for only the open deck and deck walkway while maintaining the existing setback requirements for the primary structure. Furthermore, CUP 645 (with combined design permit and site plan permit) will not become effective unless and until an ordinance (see Attachment 2 of this report) to amend the Subject Property's R2-PUD Zoning, that allows the reduced setbacks for the Project, becomes effective 30-days after City Council's second reading and adoption.

**CEQA:**

The amendment to modify setbacks for the R2-PUD zoning of the Subject Property, as authorized by this Ordinance, will not increase unit density, will not impact/impede existing public views, will not create a demand for increased utilities/services, nor will it impact potentially sensitive species and/or habitat; and therefore, qualifies for a categorical exemption under CEQA (California Environmental Quality Act) guidelines, section 15305 and no further environmental review is required. The Project is the construction of a 481 square foot exterior deck attached to the existing residential building. The deck area is not more than 50% of the existing building's floor area, nor exceeds 2,500 square feet; therefore, the Project qualifies for an exemption under this criteria per CEQA Guideline section 15303(e).

### **RECOMMENDATION**

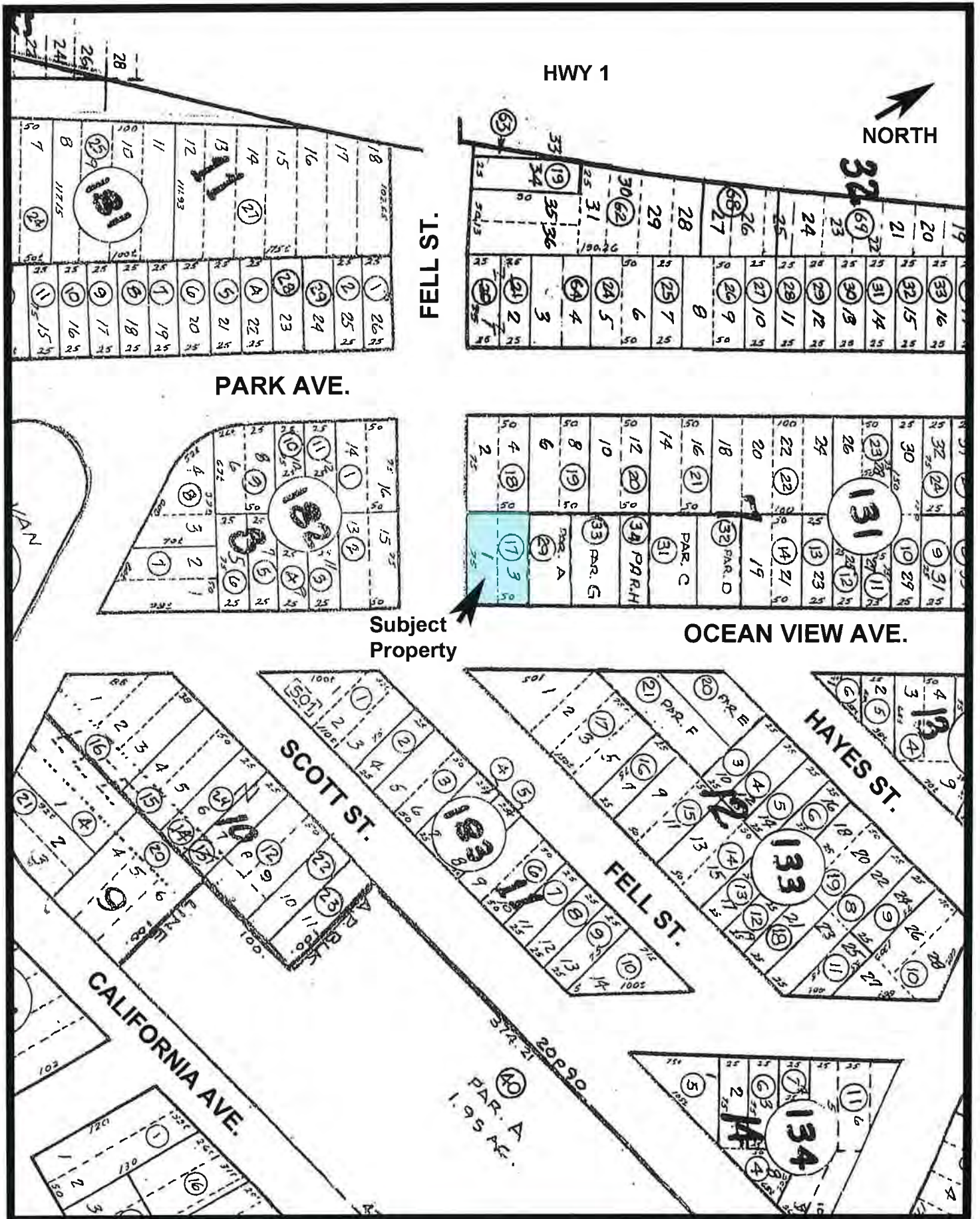
Staff recommends the City Council **APPROVE & ADOPT** the attached draft Ordinance, for second reading. The ordinance to amend the R2-PUD would go into effect 30-days thereafter.

### **EXHIBITS:**

- A. Location Map
- B. Aerial Site Map (via Google Earth)
- C. Site Photographs (via Google Earth)
- D. Site Plan (submitted by Applicant)

### **ATTACHMENT:**

Draft Ordinance (for 2<sup>nd</sup> reading)



Location Map

EXHIBIT A



**Aerial Map** (via Google Earth)

**EXHIBIT B**



Front deck to remain



Primary deck area at rear

Railing to be extended around corner to back.

Views from Fell Street

Google

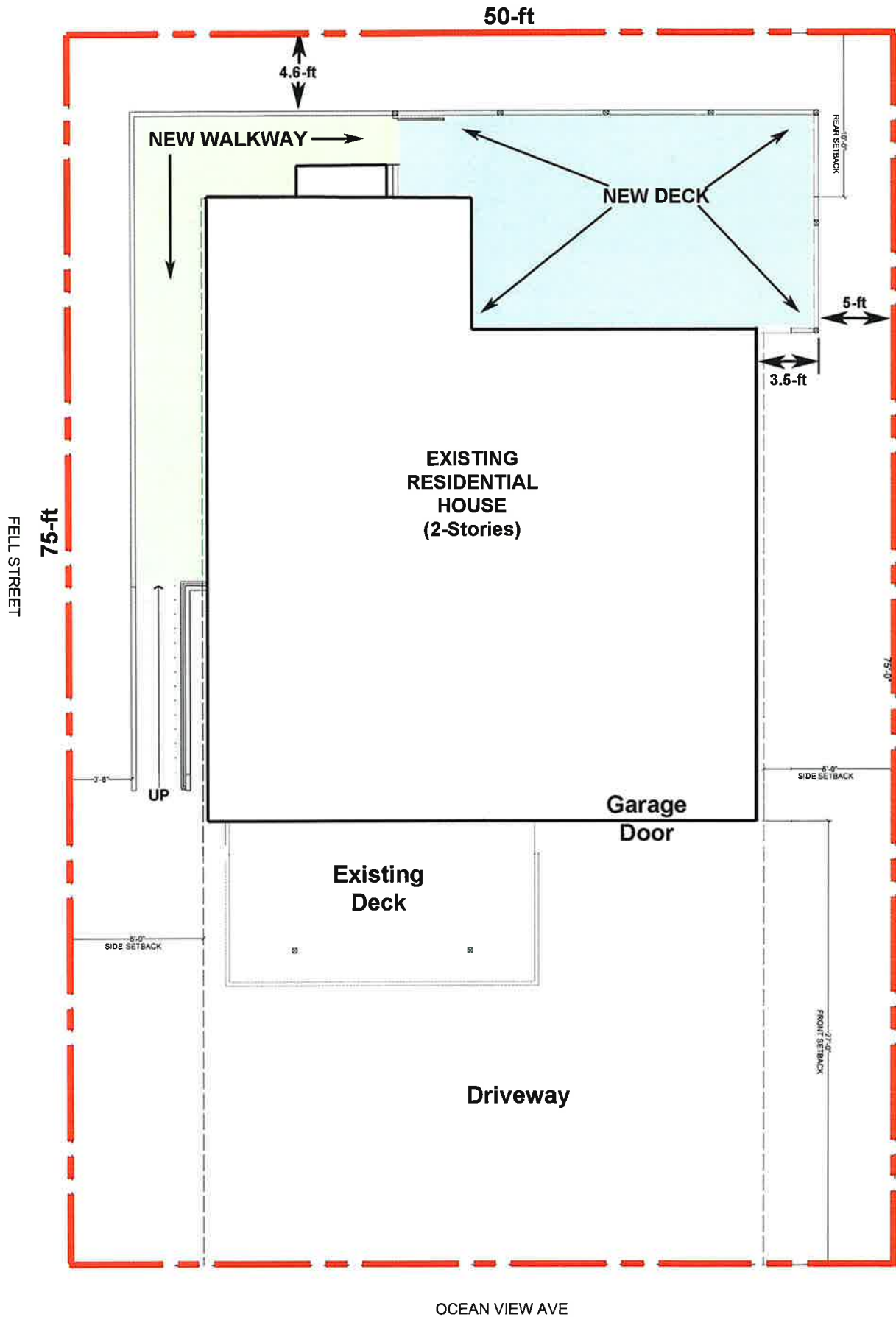
Site Photos (via Google Earth)

EXHIBIT C.1



**Front Elevation facing Ocean View Avenue**





# Site Plan

# EXHIBIT D

**CITY OF SAND CITY**

**ORDINANCE NO. \_\_\_\_\_, 2020**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
AMENDING ORDINANCE 06-02, WHICH RECLASSIFIED PROPERTY AT  
1875 OCEAN VIEW AVENUE FROM HIGH DENSITY RESIDENTIAL (R3) TO  
MEDIUM DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (R2-PUD), FOR  
MODIFICATION OF BUILDING SETBACKS**

**WHEREAS**, the Medium Density Residential Planned Unit Development Zoning (hereinafter "R2-PUD") for 1875 Ocean View Avenue (APN 011-131-017) (hereinafter the "Subject Property") was adopted in 2006 by Ordinance 06-02, in addition to approval of Site Plan Permit 06-05 (hereinafter "SP 06-05") and Design Permit 06-05 (hereinafter "DP 06-05"), allowing and authorizing specific building modifications and improvements to an existing 2-story residential dwelling on the Subject Property; and

**WHEREAS**, Exhibit B of Ordinance 06-02 established the design standards, processing procedures, and land use for the Subject Property, which included building setbacks of 8-feet for the front facing Ocean View Avenue, 3-feet for the side facing Fell Street, 9-feet for the northeast side abutting private property, and 10.5-feet for the northwest rear abutting private property; and

**WHEREAS**, certain building modifications allowed by the Subject Property's R2-PUD zoning and authorized by SP 06-05 and DP 06-05 were completed, which included resurfacing the facades with board-n-baton siding and plastering the chimney; however, other authorized improvements, such as a small rear deck and front building entry addition, were never constructed; and

**WHEREAS**, the current property owner, Mr. Luke Kilpatrick (hereinafter the "Applicant") has submitted an application to the City of Sand City (hereinafter "City") for a home improvement project to construct an elevated 2<sup>nd</sup> level deck at the rear of his existing single family dwelling that will measure 13'-7" by 25'-9" with a 5'-0" side setback to the northeast and a 4'-8.5" rear setback to the northwest and then extend as a 4'-8" wide walkway (with exception to a 3'-0" width at the chimney) along the remainder of the rear elevation to the west corner and wrap around and continue to the existing stairway on the southwest elevation facing Fell Street encompassing a total of 481 square feet (hereinafter the "Project"); and

**WHEREAS**, since the intended open deck will become an integral part of the primary residential structure, an amendment to modify the Subject Property's R2-PUD setback standards is necessary in order for the Applicant's proposed Project to proceed; and

**WHEREAS**, the reduction of the R2-PUD's northeast side setback requirement from 9'-0" to 5'-0" for an open deck attached to the primary building is consistent with both contemporary single family residential development side setbacks and applicable building

and fire codes, where adequate space and access will be maintained between the Subject Property's building with the Project and the building on the abutting neighboring northeast side property; and

**WHEREAS**, reduction of the R2-PUD's northwest rear setback from 10'-06" to 4'-8" is not consistent with contemporary single family residential development setback standards; however, the amendment to reduce this rear setback is intended only to facilitate an elevated second level open deck and walkway where the primary structure's footprint and PUD specified setbacks will remain unchanged; and

**WHEREAS**, allowing the reduced setback of 4'-8" for the rear deck and deck walkway is necessary to provide a minimum 3'-0" width for the deck's walkway around the existing chimney on the rear northwest elevation; and

**WHEREAS**, the setback modifications to allow an open deck attached to the primary structure, as proposed by the Applicant, will not impact nor impede access and/or use of abutting properties; and

**WHEREAS**, the Project, for which the R2-PUD zoning setback modifications are necessary, will improve emergency egress by providing a secondary route from the upper level of the structure, thus improve public safety for the resident/occupant of the primary structure on the Subject Property; and

**WHEREAS**, modification of the R2-PUD setback specifications to allow an attached open deck, as proposed by the Applicant, will not change the Subject Property's R2-PUD's requirements and specifications regarding land use, residential density or type, building height, parking, or architectural style; and

**WHEREAS**, modification of the R2-PUD setback specifications, to add reduced setback requirements applicable only for open deck areas, will maintain the existing building setback specifications applicable to the primary enclosed residential structure that were adopted in 2006; and

**WHEREAS**, the action to modify setback requirements of the R2-PUD to accommodate the addition of an open deck on the Subject Property, as proposed by the Applicant, does not require a water allocation in accordance with the current regulations of the Monterey Peninsula Water Management District (the "MPWMD"); and

**WHEREAS**, the Subject Property is not located within a coastal zone overlay, and is therefore not subject to the requirements of the Sand City Local Coastal Program (LCP); and

**WHEREAS**, the amendment to modify setbacks for the R2-PUD zoning of the Subject Property, as authorized by this Ordinance, will be in harmony with the character of the surrounding neighborhood, will not create traffic congestion, does provide/maintain adequate on-site and off-street parking for the Subject Property, allows for the proper care and maintenance of landscaping, and fits harmoniously into the immediate neighborhood

considering the upper level decks existing on abutting properties; and

**WHEREAS**, the amendment to modify setbacks for the R2-PUD zoning of the Subject Property, as authorized by this Ordinance, will not increase unit density, will not impact/impede existing public views, will not create a demand for increased utilities/services, nor will it impact potentially sensitive species and/or habitat; and therefore, qualifies for a categorical exemption under CEQA (California Environmental Quality Act) guidelines, section 15305 and no further environmental review is required.

**NOW, THEREFORE**, the City Council of the City of Sand City does ordain as follows:

**SECTION 1:**           **Amendment:** Ordinance 06-02, as adopted on August 1, 2006, is hereby amended to modify the building setback standards for the Subject Property. Subsection (a) of Exhibit B to Ordinance 06-02, entitled "Design Standards, Building Setbacks" shall be replaced in its entirety to read as follows:

"a) Building setbacks for this property shall be consistent with site plan approval by the Design Review Committee and/or City Council. Setbacks for the enclosed living area of the primary structure shall be no less than as described in the chart below:

<b>FRONT (southeast)</b>	<b>LEFT SIDE (southwest)</b>	<b>RIGHT SIDE (northeast)</b>	<b>REAR (northwest)</b>
8-Feet	3-Feet	9-feet	10.5-feet

b) Setbacks for open decks attached to the primary structure shall be no less than as described in the chart below.

<b>FRONT (southeast)</b>	<b>LEFT SIDE (southwest)</b>	<b>RIGHT SIDE (northeast)</b>	<b>REAR (northwest)</b>
8-Feet	3-Feet	5-feet	4.75-feet

**SECTION 2:**           **Limited Amendment:** All other sections of Ordinance 06-02 shall remain in full force and effect.

**SECTION 3:**           **Disclaimer:** Approval and implementation of this Ordinance to amend the R2-PUD zoning setback specifications regarding open decks for the Subject Property does not secure, guarantee, or grant any rights and/or privileges to the owner of the Subject Property (present and future) to any water allocation by the City and/or other entity.

**SECTION 4:**           **Severability.**  
If any section, part or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then it is expressly provided and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance and Ordinance 06-02 shall not be affected

thereby and shall remain in full force and effect.

**SECTION 5: Publication and Effective Date**

This Ordinance shall become effective thirty (30) days following the second reading and adoption of this Ordinance. This ordinance shall not be codified and published in the Sand City Municipal Code.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SAND CITY**, this \_\_\_ day of \_\_\_  
\_\_\_, 2020 by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Connie Horca, Acting City Clerk

\_\_\_\_\_  
Mary Ann Carbone, Mayor

**AGENDA ITEM  
10A.**

**Approval of City RESOLUTIONS  
Recognizing Sand City Staff Member(s) of  
the Year and Employee Years of Service**

**CITY OF SAND CITY  
RESOLUTION SC-\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RECOGNIZING CITY  
EMPLOYEES FOR THEIR YEARS OF SERVICE**

**WHEREAS**, we are delighted to honor those who have reached a service anniversary milestone;  
and

**WHEREAS**, they are important members of our staff and their abilities and contributions have  
been an important part of our success; and

**WHEREAS**, we acknowledge and appreciate the devotion to public service from the following  
staff members;

- Sergeant Jeff Bushnell – 20 Years of Service
- Officer David Ducoeur – 10 Years of Service
- Police Chief Brian Ferrante – 5 Years of Service
- Officer Brandon Segovia – 5 Years of Service

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sand City that:

1. The City of Sand City takes pride and admiration in congratulating you on this service  
anniversary milestone, and does hereby recognize the many positive contributions to the  
City of Sand City.

**PASSED AND ADOPTED** by the City Council of Sand City on this \_\_\_\_ day of December 2020, by  
the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Connie Horca, Acting City Clerk

**CITY OF SAND CITY  
RESOLUTION SC-\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RECOGNIZING OFFICER CHRIS  
BROWNING AS THE EMPLOYEE OF THE YEAR**

**WHEREAS**, Officer Chris Browning has been employed by the City since January 2019; and

**WHEREAS**, he has shown exemplary performance, team engagement, and has shown tremendous flexibility with his work schedule; and

**WHEREAS**, Officer Browning has displayed the highest level of customer service and exhibited tremendous commitment as an integral member of the Police Department.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sand City that:

1. The City of Sand City honors Officer Chris Browning as employee of the year, and does hereby recognize his many positive contributions to the City of Sand City.

**PASSED AND ADOPTED** by the City Council of Sand City on this \_\_\_\_day of December 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Connie Horca, Acting City Clerk



**CITY OF SAND CITY  
RESOLUTION SC-\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY RECOGNIZING FRED MENEZES  
AS THE EMPLOYEE OF THE YEAR**

**WHEREAS**, Fred Menezes has spent 14 and one-half years, performing above and beyond his duties to achieve the highest level of customer service for the City of Sand City; and

**WHEREAS**, he has shown exemplary performance and team commitment; and

**WHEREAS**, Fred has demonstrated an exceptional amount of fortitude, patience, and perseverance throughout his career with the City.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Sand City that:

1. The City of Sand City honors Fred Menezes as employee of the year, and does hereby recognize his many positive contributions to the City of Sand City.

**PASSED AND ADOPTED** by the City Council of Sand City on this \_\_\_\_day of December 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Connie Horca, Acting City Clerk

**AGENDA ITEM  
10B.**

**Consideration and Approval of the Sand  
City Successor Agency RESOLUTION  
Approving an Administrative Budget for  
Fiscal Year July 2021 through June 2022**



# *City of Sand City*

Agenda  
Item

10B

## Staff Memo

**TO:** Agency Chair and Board Members of the Sand City Successor Agency  
**FROM:** Connie Horca, Acting City Clerk  
**DATE:** December 8, 2020 (for December 15, 2020 Council meeting)  
**SUBJECT:** ROPS Administrative Budget for Fiscal Year 2021-2022

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### **Background:**

As part of the Recognized Obligations Payment Schedule (ROPS), the Administrative Budget is brought before the Successor Agency once a year for approval prior to submittal to the Monterey County Oversight Board and then to the Department of Finance (DOF) for their approval. Attached is the Administrative Budget for Fiscal year 2021-2022.

In accordance with AB 1484, after approval by the DOF, the administrative cost allowance will be provided by the County Auditor from the real property tax trust fund (RPTTF) to the Successor Agency for administrative expenses.

### **CEQA:**

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

### **Fiscal Impact:**

Although employee costs reflect an estimated decrease from the previous years administrative budget, an increase to supplies and services for audit, attorney/legal, management/consultant, services have increased due to the cost of retaining these services.

### **Recommendation:**

Staff recommends approval of the attached Administrative Budget for a total of \$160,000 for Fiscal Year 2021-2022.

**SAND CITY SUCCESSOR AGENCY**

**RESOLUTION SA \_\_\_\_, 2020**

**RESOLUTION OF THE SAND CITY SUCCESSOR AGENCY, AS  
SUCCESSOR TO THE SAND CITY REDEVELOPMENT AGENCY APPROVING AN  
ADMINISTRATIVE BUDGET FOR FISCAL YEAR JULY 2021 through JUNE 2022**

**WHEREAS**, Assembly Bill 1484 (AB 1484), the Redevelopment Clean Up legislation, allows the Sand City Successor Agency, as Successor to the Sand City Redevelopment Agency (“Successor Agency”) to have an administrative budget necessary to carry out its duties; and

**WHEREAS**, an administrative budget has been prepared which is attached and incorporated herein by this reference, and said budget includes an itemized list of services and related expenses necessary to carry out Successor Agency duties for Fiscal Year July 2021 through June 2022; and

**WHEREAS**, in accordance with AB 1484, an administrative cost allowance will be provided by the County Auditor from the property tax trust fund to be provided for administrative expenses of the Successor Agency.

**NOW, THEREFORE, BE IT RESOLVED** that the Successor Agency hereby approves the attached budget (Exhibit A).

**PASSED AND ADOPTED** by the Successor Agency to the Sand City Redevelopment Agency on this \_\_\_\_, day of December 2020, by the following vote:

AYES: Agency Members  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Chair of the  
Successor Agency

ATTEST:

\_\_\_\_\_  
Connie P. Horca  
Clerk of the Successor Agency



**AGENDA ITEM  
10C.**

**Consideration and Approval of Successor  
Agency RESOLUTION Approving the  
Recognized Obligation Payment Schedule  
(ROPS) for July 2021 through June 2022  
(ROPS 21-20A and ROPS 21-22B)**



# City of Sand City

Agenda  
Item  
**10C**

## Staff Memo

**TO:** Successor Agency Chair and Agency Members  
**FROM:** Connie Horca, Acting City Clerk  
**DATE:** December 9, 2020 (for December 15, 2020 Council meeting)  
**SUBJECT:** Recognized Obligation Payment Schedule (ROPS) 2021-22

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### Background:

The Recognized Obligation Payment Schedule for Successor Agency consideration is the ROPS 21-22 which covers the period beginning July 2021 through June 20, 2022. The ROPS 21-22 is separated into two annual periods known as ROPS 21-22A (July 1, 2021-December 30, 2021) and ROPS 21-22B (January 1, 2022 – July 30, 2022).

The period shown as 21-22A (July – December) is requesting funding for the following obligations:

Line 2	2008B Tax Allocation Bonds	\$ 112,250
Line 3	Sand City Admin. Cost Allowance	\$ 80,000
Line 11	Tax Sharing Agreement	\$ 182,261
Line 22	Bond Disclosure Services (HdL)	\$ 150
Line 26	2017 Refunding Tax Allocation Bonds	\$ 215,736
Line 27	Fiscal Agent Fees – 2017 Bonds	\$ 2,000
Total Requested RPTTF Funding		\$ 592,397
Total coming from Reserves		\$ 262,500
<b>Total for ROPS 21-22A</b>		<b>\$ 854,897</b>

The period shown as 21-22B (January – June) is requesting funding for the following obligations:

Line 2	2008B Tax Allocation Bonds	\$ 111,788
Line 3	Sand City Admin. Cost Allowance	\$ 80,000
Line 11	Tax Sharing Agreement	\$ 182,261
Line 21	Fiscal Agent Fees – 2008 Bonds	\$ 2,000
Line 22	Bond Disclosure Services (HdL)	\$ 1,400
Line 26	2017 Refunding Tax Allocation Bonds	\$ 215,963
Total Requested RPTTF Funding		\$ 593,412
Total Coming from Reserves		0
<b>Total for ROPS 21-22B</b>		<b>\$ 593,412</b>

**The total being requested for ROPS 21-22 is \$ 1,448,309**

**CEQA:**

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

**Fiscal Impact:**

If the attached ROPS 21-22 is approved by the Sand City Successor Agency the fiscal impact will be reflected during the fiscal year 2021-2022 for the approximate amount being requested.

**Recommendation:**

Staff seeks Successor Agency approval of the attached resolution approving the Recognized Obligation Payment Schedule (ROPS) for July 2021 through June 2022 (ROPS 21-22A and ROPS 21-22B)



**SAND CITY SUCCESSOR AGENCY  
RESOLUTION SA \_\_\_\_\_, 2020**

**RESOLUTION OF THE CITY OF SAND CITY SERVING AS THE SUCCESSOR  
AGENCY TO THE FORMER REDEVELOPMENT AGENCY, APPROVING THE  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR  
JULY 2021 THROUGH JUNE 2022 (ROPS 21-22A and ROPS 21-22B)**

**WHEREAS**, Assembly Bill 1484 (AB1484) requires Successor Agencies to prepare a Recognized Obligations Payment Schedule (ROPS) for Fiscal Year 2021-22 and submit it to the Department of Finance (DOF) no later than February 1, 2021; and

**WHEREAS**, the City of Sand City has elected to be the Successor Agency for the former Sand City Redevelopment Agency and has therefore prepared a ROPS, to be known as ROPS 21-22 for the time period of July, 2021 through June, 2022; and

**WHEREAS**, the ROPS is not considered a project under the California Environmental Quality Act (CEQA) and therefore no environmental analysis is necessary.

**NOW, THEREFORE, BE IT RESOLVED** that the Sand City Successor Agency hereby adopts ROPS 21-22, attached hereto as "Exhibit A", and incorporated herein by this reference, and further directs the Acting City Clerk to forward the ROPS to the County Auditor, Department of Finance, and place the ROPS on the Sand City website as required by law, following final approval and any amendments by the Monterey County Consolidated Oversight Board.

**PASSED AND ADOPTED** by the Sand City Successor Agency at a regular meeting of the Successor Agency on this \_\_\_\_\_, day of December, 2020 by the following vote:

AYES: Agency Members  
NOES: None  
ABSENT: None  
ABSTAIN: None

APPROVED:

ATTEST:

\_\_\_\_\_  
Mary Ann Carbone, Chair of the  
Successor Agency

\_\_\_\_\_  
Connie P. Horca, Acting Clerk of the  
Successor Agency

**Recognized Obligation Payment Schedule (ROPS 21-22) - Summary  
Filed for the July 1, 2021 through June 30, 2022 Period**

**Successor Agency:** Sand City

**County:** Monterey

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>21-22A Total (July - December)</b>	<b>21-22B Total (January - June)</b>	<b>ROPS 21-22 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ 262,500</b>	<b>\$ -</b>	<b>\$ 262,500</b>
B Bond Proceeds	-	-	-
C Reserve Balance	262,500	-	262,500
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 592,397</b>	<b>\$ 593,412</b>	<b>\$ 1,185,809</b>
F RPTTF	512,397	513,412	1,025,809
G Administrative RPTTF	80,000	80,000	160,000
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 854,897</b>	<b>\$ 593,412</b>	<b>\$ 1,448,309</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

**Sand City**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail**  
**July 1, 2021 through June 30, 2022**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$24,137,430		\$1,448,309	\$-	\$262,500	\$-	\$512,397	\$80,000	\$854,897	\$-	\$-	\$-	\$513,412	\$80,000	\$593,412
2	2008B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	01/18/2008	11/01/2023	US Bank	Finance Redevelopment Activities	Sand City	670,150	N	\$319,038	-	95,000	-	112,250	-	\$207,250	-	-	-	111,788	-	\$111,788
3	Sand City	Admin Costs	02/01/2012	06/30/2020	City acting as Successor Agency	Administrative Cost Allowance	Sand City	160,000	N	\$160,000	-	-	-	-	80,000	\$80,000	-	-	-	-	80,000	\$80,000
5	City of Sand City	Miscellaneous	04/01/1995	06/30/2020	City of Sand City	COP Reimbursement	Sand City	1,454,766	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
6	SERAF Payment	SERAF/ERAF	05/10/2010	06/30/2020	City of Sand City	Repay loan from LMIHF	Sand City	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
7	SERAF Payment	SERAF/ERAF	05/04/2011	06/30/2020	City of Sand City	Repay loan from LMIHF	Sand City	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
10	McDonald Coastal Project	OPA/DDA/Construction	06/20/2001	06/30/2020	John King - DDA	Contingency Reimbursement	Sand City	1,455,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
11	Tax Sharing Agreement	Litigation	05/18/1989	12/31/2027	City of Seaside	Judgment Entered 1-19-2016	Sand City	2,363,383	N	\$364,522	-	-	-	182,261	-	\$182,261	-	-	-	182,261	-	\$182,261
12	Sand City Redevelopment Project	City/County Loan (Prior 06/28/11), Cash exchange	01/20/1987	06/30/2020	City of Sand City	Repay loans for Staff and Facilities ***	Sand City	3,628,058	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
13	Sand City Redevelopment Project	City/County Loan (Prior 06/28/11), Cash exchange	01/20/1987	06/30/2020	City of Sand City	Repay for Monetary Loans (Seaside) ***	Sand City	6,448,068	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
21	Fiscal Agent Fees	Fees	01/30/2008	11/01/2023	US Bank	Annual Fiscal Agent for bond issues	Sand City	6,250	N	\$2,000	-	-	-	-	-	\$-	-	-	-	2,000	-	\$2,000
22	Bond Disclosure Services	Fees	01/17/2017	11/01/2027	HdL Coren & Cone	Annual continuing disclosure/ dissemination services for bond issues	Sand City	4,350	N	\$1,550	-	-	-	150	-	\$150	-	-	-	1,400	-	\$1,400

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
23	PERS Unfunded Liability-Pension	Unfunded Liabilities	05/18/1989	11/01/2027	Sand City	Unfunded liability due to PERS	Sand City	700,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
24	PERS Unfunded Liability-OPEB	Unfunded Liabilities	05/18/1989	11/01/2027	Sand City	Unfunded liability due to OBEP	Sand City	1,550,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
25	CalPERS	Unfunded Liabilities	01/27/2017	12/31/2017	Bartel Associates, LLC	Acturial Study to determine the Unfunded accrued liability related to CalPers	Sand City	6,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
26	Subordinate Tax Allocation Refunding Bonds, Series 2017	Bonds Issued After 12/31/10	08/10/2017	11/01/2027	US Bank	Refinance RDA Activities	Sand City	3,779,155	N	\$599,199	-	167,500	-	215,736	-	\$383,236	-	-	-	215,963	-	\$215,963
27	Fiscal Agent Fees	Fees	08/10/2017	11/01/2027	US Bank	Annual Fiscal Agent for bond issues	Sand City	12,250	N	\$2,000	-	-	-	2,000	-	\$2,000	-	-	-	-	-	\$-
28	Sand City Redevelopment Project	City/County Loan (Prior 06/28/11), Cash exchange	01/20/1987	06/30/2020	City of Sand City	Repay for Monetary Loans (Costco) ***	Sand City	1,900,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

**Sand City**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances**  
**July 1, 2018 through June 30, 2019**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	
ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)		Fund Sources				Comments		
		Bond Proceeds		Reserve Balance	Other Funds			RPTTF
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.			Non-Admin and Admin
1	<b>Beginning Available Cash Balance (Actual 07/01/18)</b> RPTTF amount should exclude "A" period distribution amount.	1,283,249	23	367,515	6,555	141,851		
2	<b>Revenue/Income (Actual 06/30/19)</b> RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller	867	46	-	75,020	1,406,099		
3	<b>Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)</b>	487	69	367,515	3,621	1,222,111		
4	<b>Retention of Available Cash Balance (Actual 06/30/19)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	1,283,629				320,093		
5	<b>ROPS 18-19 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC		No entry required			5,744		
6	<b>Ending Actual Available Cash Balance (06/30/19)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$77,954	\$2		

**Sand City**  
**Recognized Obligation Payment Schedule (ROPS 21-22) - Notes**  
**July 1, 2021 through June 30, 2022**

Item #	Notes/Comments
2	Amount requested in column U reflects \$100,000 Reserved for the November 1, 2022 debt service.
3	
5	
6	
7	
10	
11	
12	
13	
21	
22	Amount requested in column O reflects amount anticipated to be in excess of the ROPS 20-21B approved amount to be paid in July 2021. Amount requested in column U reflects increase of \$150 to reflect dissemination services.
23	
24	
25	
26	Amount requested in column U reflects \$172,500 reserved for the November 1, 2022 debt service.
27	
28	

**AGENDA ITEM  
12A.**

**Consideration and Approval of City  
RESOLUTION Adopting the 2020/2021  
Salary Schedule**



# *City of Sand City*

Agenda  
Item

12A

## Staff Report

**TO:** Honorable Mayor and City Council Members  
**FROM:** Aaron Blair, City Manager  
Vibeke Norgaard, City Attorney  
**DATE:** December 7, 2020 (December 15, 2020 City Council meeting)  
**SUBJECT:** Adoption of Sand City Employees' Salary Schedule FY 20/21

---

### **Discussion:**

State law requires that Cities contracting with CalPERS adopt a publicly available pay schedule that identifies the title for every employee position at the City, shows the payrate for each position, and indicates the effective date of any revisions. (2 CCR 570.5(a)(1)-(8)). The schedule is required to be posted on the City's website. The City established a pay schedule in 1991 (Resolution SC-29, 1991) and has updated it by resolution as listed on the schedule (Attached as Attachment A).

This amendment to the schedule is necessary to reflect changes related to employee rates of pay during the fiscal year 2020/2021. In addition, the resolution reflects how longevity pay is currently paid to Sand City employees:

After seven years of service, all employees receive a 5% longevity increase; and after ten years of service all employees receive an additional 5% longevity increase.

**CEQA:** This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

### **Fiscal Impact:**

The salary schedule reflects changes to employees' salaries which have already been approved by Council in prior resolutions, and included in the fiscal year 2020/2021 budget. There is no additional fiscal impact due to the adoption of the amended salary plan.

### **Recommendation:**

Staff recommends approval of the resolution.



**CITY OF SAND CITY**  
**RESOLUTION SC \_\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY ADOPTING THE 2020/21  
SALARY SCHEDULE**

**WHEREAS**, California Code of Regulations, Title 2, Section 570.5 requires that governing bodies of local agencies contracting with CalPERS adopt a publicly available pay schedule; and

**WHEREAS**, the City of Sand City established a salary schedule for City employees by Resolution SC-29, 1991 and revised the salary schedule in Resolutions SC 94-08, 1984; 97-66 (1997); 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018 and recently revised certain employees' salaries in 30-31, 2020; 20-78, 2020; and

**WHEREAS**, an amendment to the salary schedule is necessary to reflect changes related to employee rates of pay negotiated during the fiscal year 2020/2021 and to reflect the current practice in regard to payment of longevity pay to Sand City employees.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Sand City that the revised Salary Schedule attached to this resolution as Exhibit A, is hereby adopted.

**PASSED AND ADOPTED** by the City Council of Sand City on this\_\_\_\_, day of December, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Connie Horca, Acting City Clerk

# 2020-2021 Miscellaneous Employees

## Range Placement Table

## Exhibit A

2.5% Between Ranges; 5% Between Steps

\*Employees who have worked for the City for at least 7 years shall receive a 5% longevity increase. Employees who have worked for the City for at least 10 years shall receive an addition 5% longevity increase.

Range #	Recommended Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Maxium Step 6	Longevity *	
									1	2
36	Maintenance Worker II	Hourly	23.8825	25.0766	26.3305	27.6470	29.0293	30.4808	32.0048	33.6051
		Monthly	4143.75	4350.94	4568.48	4796.91	5036.75	5288.59	5553.02	5830.67
		Annual	49724.78	52211.02	53484.46	56158.69	58966.62	61914.95	65010.70	68,261.24
39	Admin Assistant	Hourly	24.5000	25.7250	27.0321	28.3837	29.8029	31.2930	32.8577	34.5006
		Monthly	4,249.87	4,462.36	4,685.48	4,919.76	5,165.74	5,424.03	5,695.23	5,979.99
		Annual	50,998.24	53,548.15	56,225.56	59,036.84	61,988.68	65,088.11	68,342.52	71,759.65
40	Maintenance Worker III	Hourly	24.5500	25.7775	27.0664	28.4197	29.8407	31.3327	32.8993	34.4400
		Monthly	4,255.03	4,467.78	4,691.17	4,925.73	5,172.02	5,430.62	5,702.15	5,969.50
		Annual	51,060.38	53,613.40	56,294.07	59,108.77	62,064.21	65,167.42	68,425.79	71,633.67
43	Records Coordinator	Hourly	29.1453	30.6025	32.1326	33.7393	35.4262	37.1976	39.0574	41.0103
		Monthly	5,051.75	5,304.34	5,569.55	5,848.03	6,140.43	6,447.46	6,769.83	7,108.32
		Annual	60,620.89	63,651.93	66,834.53	70,176.26	73,685.07	77,369.32	81,237.79	85,299.68
48	Deputy City Clerk	Hourly	32.1100	33.7155	35.4013	37.1713	39.0299	40.9814	43.0305	45.2408
		Monthly	5,572.87	5,851.51	6,144.09	6,451.29	6,773.86	7,112.55	7,468.18	7,841.59
		Annual	66,874.31	70,218.03	73,728.93	77,415.37	81,286.14	85,350.45	89,617.97	94,098.87
50	Public Works Supervisor	Hourly	32.1300	33.7365	35.4233	37.1945	39.0542	41.0591	43.1121	45.2677
		Monthly	5,576.19	5,855.00	6,147.75	6,455.14	6,777.89	7,116.79	7,472.63	7,846.26
		Annual	66,914.11	70,259.82	73,772.81	77,461.45	81,334.52	85,401.24	89,671.31	94,154.87
51	Acting City Clerk Temporary position	Hourly	33.7594	35.4474	37.2198	39.0808	41.0348	43.0865	45.2409	47.5029
		Monthly	5,851.52	6,144.10	6,451.30	6,773.87	7,112.56	7,468.19	7,841.60	8,233.68
		Annual	70,218.27	73,729.19	77,415.64	81,286.43	85,350.75	89,618.29	94,099.20	98,804.16
52	Finance/HR Specialist	Hourly	35.4500	37.2225	39.0836	41.0378	43.0897	45.2442	47.5064	49.9374
		Monthly	6,151.41	6,458.98	6,781.93	7,121.03	7,477.08	7,850.93	8,243.48	8,655.65
		Annual	73,816.72	77,507.56	81,382.93	85,452.08	89,724.68	94,210.92	98,921.46	103,867.53
54	City Planner	Hourly	37.2500	39.1125	41.0681	43.1215	45.2776	47.5415	49.9186	52.4656
		Monthly	6,462.83	6,785.97	7,125.27	7,481.53	7,855.61	8,248.39	8,660.81	9,093.85
		Annual	77,553.69	81,431.37	85,502.94	89,778.09	94,266.99	98,980.34	103,929.36	109,126.20
71	Dir. Of Admin. Services Dir of Community Dev	Hourly	62.56	65.68	68.97	72.42	76.04	79.84	83.83	88.02
		BiMonthly	5393.68	5663.37	5946.54	6243.86	6556.06	6883.86	7228.05	7,589.45
		Monthly	10826.00	11367.30	11935.67	12532.45	13159.08	13817.03	14507.88	15,233.27
Annual	129911.30	136406.87	143227.21	150388.57	157908.00	165803.40	174093.57	182,798.25		
72	Dir. Of Community Dev./ Assistant City Manager	Hourly	64.12	67.33	70.69	74.23	77.94	81.83	85.93	90.22
		BiMonthly	5528.53	5804.95	6095.20	6399.96	6719.96	7055.95	7408.75	7,779.19
		Monthly	11096.65	11651.49	12234.06	12845.76	13488.05	14162.45	14870.58	15,614.11
		Annual	133159.08	139817.04	146807.89	154148.28	161855.70	169948.48	178445.91	187,368.20

Exempt Employees	Pay Period	Rate
City Manager	Monthly	14333.33
	Annual	172000.00
City Attorney	Monthly	16032.89
	Annual	192394.65

Amended: Resolution SC - 29, 1991; 94-08, 1994; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018. Effective Date: 12/15/2020

**2020-2021 Police Officers**  
 Range Placement Table  
 2.5% Between Ranges; 5% Between Steps

**Exhibit A**

\*Employees who have worked for the City for at least 7 years shall receive a 5% longevity increase. Employees who have worked for the City for at least 10 years shall receive an addition 5% longevity increase.

Range #	Recommended Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Maxium Step 6	Longevity*	
										1
36	Reserves	Hourly	28.02	29.42	30.89	32.44	34.06	35.76	37.55	39.43
50	Police Officer 1	Hourly	43.4369	45.6087	47.8892	50.2836	52.7978	55.4377	58.2096	61.1201
		Monthly	7,528.94	7,905.39	8,300.66	8,715.69	9,151.47	9,609.05	10,089.50	10,593.97
		Annual	90,346.49	94,863.81	99,607.01	104,587.36	109,816.72	115,307.56	121,072.94	127,126.58
56	Police Sergeant	Hourly	50.8626	53.4057	56.0760	58.8798	61.8238	64.9150	68.1607	71.5688
		Monthly	8,816.02	9,256.82	9,719.66	10,205.65	10,715.93	11,251.72	11,814.31	12,405.03
		Annual	105,791.46	111,081.03	116,635.08	122,466.84	128,590.18	135,019.69	141,770.67	148,859.21
62	Police Commander	Hourly	58.9850	61.9343	65.0310	68.2825	71.6966	75.2815	79.0455	82.9978
		Monthly	10,223.88	10,735.07	11,271.83	11,835.42	12,427.19	13,048.55	13,700.98	14,386.03
		Annual	122,685.65	128,819.93	135,260.93	142,023.98	149,125.17	156,581.43	164,410.50	172,631.03
71	Police Chief	Hourly	62.4589	65.5818	68.8609	72.3040	75.9192	79.7151	83.7009	87.8859
		Monthly	10,826.00	11,367.30	11,935.67	12,532.45	13,159.07	13,817.02	14,507.88	15,233.27
		Annual	139,005.10	145,955.36	153,253.12	160,915.78	168,961.57	177,409.65	186,280.13	195,594.13
Amended: Resolution SC - 29, 1991; 94-08, 1994; 97-66, 1997; 99-51, 1999; 01-61, 2001; 02-53, 2002; 05-49, 2005; 07-99, 2007; 10-75, 2010; 15-46, 2015; 18-87, 2018; 18-92, 2018. Effective Date: 12/15/2020										

**AGENDA ITEM  
12B.**

**Consideration and Approval of City  
RESOLUTION Updating the Sand City  
Personnel Manual**



# City of Sand City

Agenda  
Item

12B

## Staff Memo

**TO:** Honorable Mayor and City Council  
**FROM:** Vibeke Norgaard, City Attorney; Aaron Blair, City Manager  
**DATE:** November 30, 2020 (for December 15, 2020 meeting)  
**SUBJECT:** Personnel Manual Update

---

### Background/Discussion:

In 2019, the City Manager and City Attorney determined that the Sand City personnel manual was in need of extensive revisions in order to bring it up to date with state and federal laws governing public employees. It had not been updated for five years.

The City retained the employment law firm Liebert Cassidy and Whitmore (LCW) to perform a full revision of the personnel manual. LCW completed its full review and recommended extensive revisions which have been reviewed and revised to fit the City's particular needs by the City Attorney, the City Manager, the Chief of Police and the Finance/HR Specialist.

In addition, the Police Officers' Association has reviewed and recommended several changes which have been incorporated in the proposed revision to the City's 2015 personnel manual ("Revision") attached as Exhibit A. The Revision is extensive. A track changes version is also attached to this staff report indicating the proposed changes from the prior version of the manual, at Exhibit B.

The changes to the manual include:

1. EEO. The Revision replaces the City's prior equal employment opportunity (EEO) policy language with a more comprehensive policy which reflects the most recent developments in EEO standards, including for example, an expanded list of protected characteristics. The Revision also ensures that the EEO policy apply to both employees and applicants, as required.
2. Reasonable accommodation and interactive process: The Revision replaces the City's existing policy to make it compliant with state law. For example, California law requires that employers engage in the interactive process with categories of employees who may be entitled to accommodations due to disability, pregnancy or where the employee is the victim of domestic violence, sexual assault or stalking. The Revision sets forth criteria for documenting the process and establishes a policy regarding fitness for duty exams and the City's access to medical information.

3. Policy against discrimination, harassment and retaliation. The Revision adds a comprehensive new policy prohibiting discrimination, harassment and retaliation and sets forth a procedure bringing our Policy into compliance with state law. (Cal. Gov. Code section 12950(b)). This new policy also provides details about training of supervisors and recordkeeping requirements as required by 2 CCR section 11024.
4. Whistleblower protection. This new section aligns with California labor code section 1102.5, a whistleblower statute, which protects employees who report violations of state and federal law or a violation of or noncompliance with local, state or federal rules or regulations, as well as employees who employers believe will make such a complaint. This revision is consistent with Cal state law standards (E.g., Labor Code sections 53296(c) & 53297(d) and 1102.5).
5. Alcohol and Drug Free workplace policy. The Revision ensures that the policy applies to employees whether on City property or not when performing City business. A section has been added to address employees impaired by medications that interfere with performance of duties, and “reasonable suspicion” has been defined. In addition, it amends the City’s existing policy to allow a consideration of criminal convictions only when making employment decisions, as California law restricts an employers’ right to consider employee arrest information.
6. Telecommunications policy. The Revision adjusts the scope of the City’s current telecommunications policy and social media policy to ensure there is no conflict with the Cal. Labor code.
7. Classifications/categories and recruitment. LCW recommended that the City add a policy to: (1) cover the City’s process for adding or revising classifications and job descriptions; (2) identify and define the various categories of employees and to set forth the basis for discipline and separation for each classification; and (3) govern applicants’ recruitment, selection and appointments. The Revision includes new policies that incorporate these recommendations.
8. FLSA/overtime/salary verification/evaluations/holidays. The Revision sets forth the work period, and overtime language consistent with best practices and the Fair Labor Standards Act (FLSA). It also adds addresses lactation break time -- required by state law -- and some other minor revisions to policies on performance evaluations, salary verification, notification of late arrivals and absenteeism.
9. Personnel files. The Revision sets some required additional parameters on employees’ access to personnel files to make policy consistent with state law.
10. Sick Leave. The City’s existing policy on sick leave has been replaced with a policy which complies with recent legal developments governing leave entitlements under California’s Healthy Workplaces, Healthy Families Act, the California Kin Care law and other statutes

which have expanded the category of employees entitled to sick leave and the reasons employees may take sick leave. In addition, revisions have been made to the policy regarding abuse of sick leave and requests for documentation to ensure consistency with state law. Further state law requirements regarding leave for victims of domestic violence, crime victims, school or day care leave, child suspension leave have been incorporated, as is required under state law.

11. Medical leave. The Revision aligns with state law requirements by adding a new policy regarding absence from work due to child birth, pregnancy or related conditions.
12. Work related industrial injury leave. The Revision addresses accrual of sick leave, vacation benefit and use of paid accruals during workers compensation covered leave. The policy also addresses continuation of leave as unpaid leave.
13. Family Medical Leave Act and California Family Rights Act. The Revision incorporates extensive changes to make the City's FMLA/CFRA policies compliant with state law.
14. Separation. The Revision incorporates language re layoffs, defines probationary employees and job abandonment, and adds a section to align with best practices regarding job references and verification of employment.
15. Disciplinary procedures. The Revision reflects due process protections for City's employees and outlines discipline appeal procedures in order to comply with minimum due process requirements under state law.

**CEQA:**

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

**Fiscal Impact:**

There is no fiscal impact to the City due to this resolution. If the City approves the revised personnel manual, staff recommends that it be maintained via an annual review and potential update to ensure that the policies in effect in Sand City comply with state and federal law affecting public employees. LCW does provide a library subscription to easily do so at a cost of \$900 per year.

**Recommendation:**

Staff recommends Council adopt the resolution at Exhibit C, approving the update to the City' personnel manual.

**CITY OF SAND CITY  
RESOLUTION SC-\_\_\_\_, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
UPDATING THE SAND CITY PERSONNEL MANUAL**

**WHEREAS**, the Sand City Personnel Manual (“Personnel Manual”) was originally adopted by this City Council on July 18, 2000 by Resolution SC 00-53; and

**WHEREAS**, the Personnel Manual was last updated in 2015 by Resolution SC 15-16; and

**WHEREAS**, the City Attorney reviewed the Personnel Manual and in consult with an employment law specialist determined that it was out of date; and

**WHEREAS**, to remain current with the California Labor Code and other state and Federal laws, the Sand City administrative team has worked in collaboration with the employment law firm Liebert Cassidy Whitmore LLC and determined that certain changes, amendments and additions are necessary to the Personnel Manual and has prepared a draft revised Personnel Manual; and

**WHEREAS**, the proposed revisions will supersede all prior versions of the Personnel Manual.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Sand City does hereby approve the proposed update to the Sand City Personnel Manual attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Council of Sand City on this \_\_\_\_day of December 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Mary Ann Carbone, Mayor

ATTEST:

\_\_\_\_\_  
Connie Horca, Acting City Clerk





# City of Sand City Personnel Manual

**DRAFT**

**Adopted: July 18, 2000, SC 00-53**

Revised: June 28, 2001; October 15, 2002; May 6, 2003; July 17, 2007; December 2, 2008; March 17, 2009, October 2012, January 2013, August 18, 2015, December\_\_, 2020.

## INTRODUCTION

This Manual is designed to consolidate into one document the City of Sand City's policies and practices. The Intent is to provide Information on the City's personnel plan for the benefit of employees, elected and appointed officials, and the public. A comprehensive personnel manual should assist all involved in the effective and efficient administration and management of personnel and employee benefit Issues.

Some personnel policy issues will be subject to periodic change based on negotiations with employee organizations. At the discretion of the City Manager, these issues may be addressed in the manual. The manual is designed to provide flexibility and may be amended as appropriate.

The policies and practices contained in this manual are applicable to all existing personnel authorizations by the City. To simplify the administration of the City's personnel plan, the approval of this manual by the City Council will supersede all previous legislative actions.

## **PERSONNEL MANUAL**

### **An Official Reference Document of Personnel Policies & Practices for the City of Sand City**

#### **ACKNOWLEDGMENTS:**

Updated by an administrative team consisting of:

Aaron Blair, City Manager

Vibeke Norgaard, City Attorney

Devon Lazzarino, Finance/HR Specialist

Liebert Cassidy Whitmore LLC

#### **ADOPTION:**

The 2020 Personnel Manual was reviewed and approved by the City Council of the City of Sand City by Resolution SC 20-\_\_ on December \_\_, 2020. This 2020 Personnel Manual supersedes all other versions of Sand City's Personnel Manual or standalone Employee policies. Earlier versions of the Personnel Manual may be obtained by contacting the City Clerk.

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## City of Sand City Personnel Manual

### Section 1: General Provisions

#### 1.01 Adoption of Personnel System

In order to establish an equitable and uniform procedure for dealing with personnel matters, to attract to municipal service the best and most competent persons available, to assure that appointments and promotions of employees will be based on merit and fitness, and to provide a reasonable degree of security for qualified employees, the following personnel system is hereby adopted.

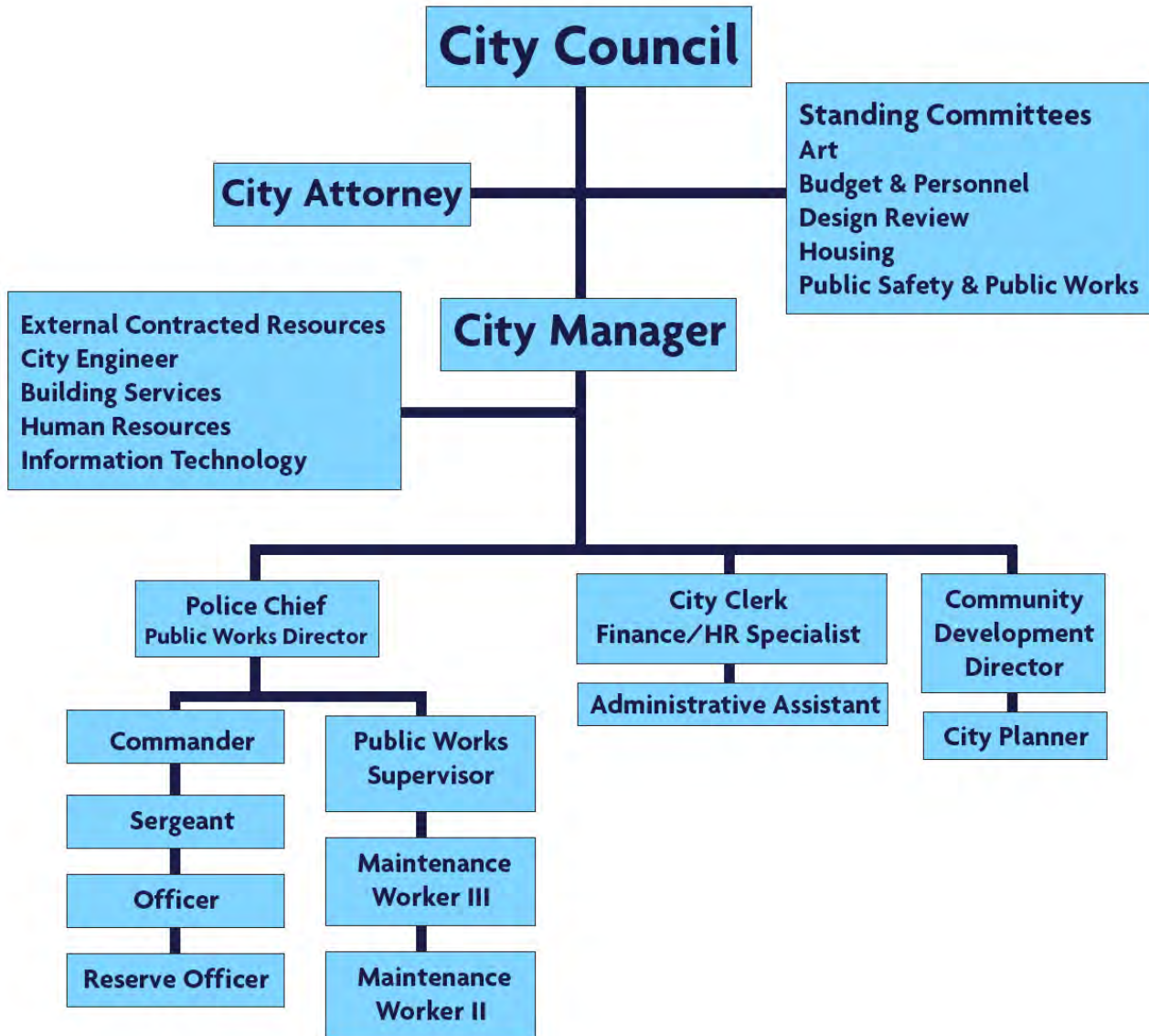
#### 1.02 Agreement to Comply with Rules and Regulations

In accepting employment with the City of Sand City ("City"), each employee agrees to be governed by and to comply with these rules and regulations, administrative rules, and procedures established by the City Manager, pursuant thereto, and rules, regulations, and directives of the department in which he/she is employed. In no way does compliance imply a contractual employment arrangement. In addition, public safety personnel shall comply with the policies of the standard operating procedures (SOP) manual.

#### 1.03 City Manager Authority and Duties

The management structure of the City is specified in Sections 2.50 and 2.60 of the Municipal Code, and is illustrated in Figure 1, below. The City Manager represents the highest position in the management structure and is the appointing authority and has general control and supervision over the administrative affairs of the City; the authority to establish such policies, procedures, rules and regulations as he/she deems necessary for the administrative control and supervision of the City; the power to appoint all officers, heads of departments, and the employees of all City departments, and to remove the same for cause, subject to these rules and regulations and those reserved to the City Council by City ordinance. Only the City Manager may enter into contractual employment arrangements and then, only in writing specifically stating the intent is to establish a contractual relationship.





**City of Sand City Organizational Chart  
December 2020**

#### 1.04 Administrative and Department Regulations

The City Manager is authorized to issue such additional administrative policies necessary to carry into effect, augment or clarify rules and regulations, or to avoid or eliminate inequities resulting from the strict application of any of the provisions of this manual. The City Manager is also authorized to approve supplementary department personnel rules and regulations not in conflict with these rules.

#### 1.05 Controlling Authority

In any case in which any provision of this manual is inconsistent with any federal, state or other governmental statute (such as the Public Safety Officers Bill of Rights, Government Sections 3300 to 3311), code, rule or regulation, or with any judicial decree the provision contained in such statute, code, rule, regulation, or decree shall supersede the provision contained in this manual. If a provision of these Policies conflicts with any provision of a valid collective bargaining agreement between the City and a recognized employee organization, the provision of the collective bargaining agreement that is in conflict shall apply to employees covered by that collective bargaining agreement.

#### 1.06 Separability

Should any of the provisions contained in this manual be rendered or declared invalid by reason of any State or Federal legislation, court action, or emergency situation, such invalidation so declared shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

#### 1.07 Distribution and Notification of Amendments

- A. Manual.** This manual is the property of the City, and it is intended for the personal use and reference of City employees and elected officials.
- B. Acknowledgment.** Copies of this manual will be placed in the administrative offices of City Hall and within the Police Department. In addition, all employees will receive a copy of this manual upon employment and when substantial changes have been made whether those changes are incremental or additive. All employees of the City are expected to read and familiarize themselves with the contents of this manual and are urged to discuss any questions regarding the policies with their supervisor, the Director of Human Resources or the City Manager. Each City employee is to complete and sign the acknowledgment form at the back of this manual and return it to the Director of Human Resources for placement in the employee's personnel file.

- C. Revisions.** All amendments, changes, and revisions shall be made available to all employees of the City in the manner and form prescribed by the City Manager.

## Section 2. Employment Policies and Working Conditions

### INTERACTIVE COMMUNICATION PROCESS

The City is committed to engaging in an ongoing, meaningful dialogue regarding all matters of employment and therefore we encourage employees to bring any issues and concerns to your supervisor or the City Manager. Such issues and concerns should immediately be brought to the attention of your supervisor or the City Manager in order to begin the process of an interactive dialogue in a timely manner. The City will make every effort to develop a reasonable solution based on a variety of factors, including, but not limited to: employee recommendation, specific circumstances and available resources. The Problem-Solving policy described later in this Employee Handbook provides additional details on the preferred process.

#### 2.01 Equal Employment Opportunity

The City affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, benefits, training, education, social/recreational programs, transfer, layoff, discipline and termination. The City prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status or any other basis protected by law. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing.

The policy of the City with reference to equal employment opportunity is as follows: (A). The City will make all employment decisions in a manner which will further the principles of equal employment opportunity. (B). The City will ensure that decisions regarding promotions are in accord with principles of equal employment opportunity. (C). The City Council supports this policy in its entirety and requires that all executive, managerial, supervisory, and other employees of the City adhere to the policy and give their continuing support to its implementation. (D). The City shall not discriminate against, or grant preferential treatment to

any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

**Unlawful Discrimination.** If an employee believes he/she has been subjected to any form of unlawful discrimination, the employee should report the incident or complaint immediately in writing to the City Manager, who will initiate an investigation of the complaint and take appropriate action. If the City Manager is unavailable or involved in such discrimination/harassment, employees may report to a member of the Personnel Sub-Committee of the City Council.

## 2.02 Reasonable Accommodation and Interactive Process

### A. Reasonable Accommodation

Absent undue hardship or direct threats to the health and safety of employee(s), the City of Sand City ("City") provides employment-related reasonable accommodations to:

- 1) qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- 2) employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
- 3) employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work ; and
- 4) employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

### B. Supporting Documentation or Certification

#### (1) Reasonable Medical Documentation of Disability

If the disability or the need for reasonable accommodation is not obvious, the City may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the City will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

#### (2) Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the City will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

### **(3) Certification of Victim Status**

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:

- (a) a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (b) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

## **C. Fitness for Duty Examinations**

### **(1). Applicants**

After a conditional offer of employment has been extended to an applicant, the City may require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant or employee who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

### **(2). Current Employee**

The City Manager or his/her Designee may require an employee to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of his or her job when there is significant evidence that:

- (a) the employee's ability to perform one or more essential functions of his or her job has

declined; or

- (b) could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

### **(3). Role of Health Care Provider**

The City may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request an City-selected health care provider to do so at the City's expense. The City will allow an employee paid time off to attend the exam. The City will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of his/her position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the City with non-confidential information regarding whether:

- (a) the applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;
- (b) the applicant or employee is fit to perform essential job functions;
- (c) workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- (d) there are any reasonable accommodations that would enable the employee to perform essential job functions; and
- (e) 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, without valid consent of the applicant or employee, 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.

### **(4). Authorization for Use of 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.

## **D. Medical Information from the Employee or Applicant**

If an employee or applicant submits medical information to the City from his or her own health care provider, the City Manager or his/her Designee will not forward that information on to the health care provider who conducted the examination for the City, without the employee or applicant's written authorization. Upon receipt of the written authorization, the City Manager or his/her Designee will request the City-paid health care provider to determine whether the information alters the original fitness for duty assessment.

## **E. Interactive Process**

### **(1). When to Initiate the Interactive Process**

The City Manager or his/her Designee will initiate the interactive process when:

- (a) an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or
- (b) the City otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or
- (c) the City becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or
- (d) an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or
- (e) an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or
- (f) an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work; or
- (g) an employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- (h) an employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

## **(2). Interactive Communication**

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the City Manager or his/her Designee will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his or her designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The City Manager or his/her Designee will document these communications in writing.

## **(3). Potential Accommodations for Applicants or Employees with Disabilities**

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain his or her current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The City will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to:

- making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including: acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, and/or the provision of qualified readers or interpreters;
- job restructuring;
- part-time or modified work schedules;
- paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;
- preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;
- reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or
- reassignment to a temporary position, if the individual agrees.

## **(4). Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions**

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's



legally permissible past and current practices. The range of potential accommodations includes, but is not limited to:

- transfer to a less strenuous or hazardous position for the duration of the pregnancy;
- change in or restructuring of work duties, such as modifying lifting;
- providing more frequent breaks;
- providing seating;
- time off for medical appointments;
- transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. (However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four month pregnancy disability leave entitlement.)

#### **(5). Potential Accommodations for Employee-Victims of Domestic Violence, Sexual Assault, or Stalking**

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, the City will consider the exigent circumstance or danger facing the employee. The City will consider the preferences of the employee to be accommodated, but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to:

- transfer, reassignment, modified schedule;
- change in work telephone number;
- change in location of work station;
- installation of locks;
- assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace;
- the implementation of a safety procedure(s);
- adjustment to job structure, workplace facility, or work requirement; and
- referral to a victim assistance organization.

#### **(6). Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice**

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. The City will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to:

- job restructuring or job reassignment (but not segregation from other employees or the public);
- modification of work practices, including dress or grooming standards;
- allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with his or her religious observances;
- allowing alternatives to union membership or payment of union dues.

## **F. Determination**

After the interactive process communications, the City Manager or his/her Designee will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and if the accommodations would pose an undue hardship on City finances or operations. The City Manager or his/her Designee will inform the applicant or employee of his or her determination in writing. The City Manager or his/her Designee will use his or her discretion based upon the particular facts of each case.

## **G. Access to Medical Information Regarding Fitness for Duty**

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the City Manager or his/her Designee, the City's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.

## **2.03 Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure**

### **A. Statement of Purpose and Intent**

The City has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. The City is committed to providing a workplace environment free of discrimination, harassment and retaliation. The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of state or federal law to violate this Policy. Instead a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions.

This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. The City encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible.

Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

## **B. Covered Individuals and Scope of Policy**

The individuals covered by this Policy are: applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

## **C. Definitions**

### **(1). Protected Classification**

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status, or any other basis protected by law. This Policy prohibits discrimination, harassment or retaliation because: a) of an individual's protected classification; b) the perception that an individual has a protected classification; or c) the individual associates with a person who has or is perceived to have a protected classification.

No employee is expected to tolerate any conduct prohibited by this policy from anyone while at work or engaged in City business.

### **(2). Protected Activity**

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a complaint under this Policy; opposing violations of this Policy; or participating in an investigation under this Policy.

The City strictly prohibits retaliation against any person by another employee or by the City for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the City or

a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit to the person participating in an investigation.

### **(3). Discrimination**

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

### **(4). Harassment Defined**

Harassment includes, but is not limited to, the following types of behavior that are taken because of a person's actual or perceived protected classification:

- (a) Speech or verbal conduct, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.
- (b) Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- (c) Visual acts or conduct, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.
- (d) Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

### **(5). Guidelines for Identifying Harassment**

Harassment includes any conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- (a) It is no defense that the recipient "appears" to have consented to the conduct at issue by

failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.

- (b) Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve and develop over time. Small, isolated incidents might be tolerated up to a point but they may still constitute prohibited harassment. The fact that no one has yet complained about conduct should not be viewed as an indication that the conduct is appropriate. This does not preclude someone from complaining if the conduct is repeated in the future.
- (c) Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- (d) Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

## **(6). Retaliation**

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

## **(7). Complaint Procedure**

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint – orally or in writing – to any supervisor, manager, or department head, or, in the alternative, to the City Manager or a member of the Personnel Committee of the City Council, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify the City Manager who will investigate all such claims. Upon receiving notification of a harassment complaint, the City Manager will complete and/or delegate the following steps. If the City Manager is accused, or a witness to the events at issue, a member of the Personnel Committee of the City Council will complete and/or delegate the following steps.

- (a) Authorize and supervise the investigation of the complaint and/or investigate the

complaint. The investigation will usually include interviews with: 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.

- (b) Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- (c) Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- (d) If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- (e) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

#### **(8). Proactive Approach**

The City takes a proactive approach to potential Policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

#### **(9). Option to Report to Outside Administrative Agencies**

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet or employees can check the posters that are located on City bulletin boards for office locations and telephone numbers.

#### **(10). Confidentiality**

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. 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 court order.

### **(11). Responsibilities**

(a) Each non-manager or non-supervisor is responsible for:

- 1) Treating all individuals in the workplace or on worksites with respect and consideration.
- 2) Modeling behavior that conforms to this Policy.
- 3) Participating in periodic training. All non-supervisory employees must participate in at least one hour of classroom or other effective interactive training and education regarding sexual harassment within six months of assuming their positions.
- 4) Cooperating with the City's investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
- 5) Taking no actions to influence any potential witness while the investigation is ongoing.
- 6) Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or in the alternative, to the City Manager or a member of the Personnel Committee of the City Council.

(b) In addition to the responsibilities listed above, each manager and supervisor is responsible for:

- 1) Informing employees of this Policy.
- 2) Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
- 3) Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- 4) Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- 5) Informing those who complaint of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
- 6) Assisting, advising, or consulting with employees and the supervisor, manager, or department head, or, in the alternative, to the City Manager or a member of the Personnel Committee of the City Council, regarding this Policy.

- 7) Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
- 8) Implementing appropriate disciplinary and remedial actions.
- 9) Reporting potential violations of this Policy of which he or she becomes aware to the supervisor, manager, or department head, or, in the alternative, to the City Manager or a member of the Personnel Committee of the City Council, regardless of whether a complaint has been submitted.
- 10) Participating in periodic training and scheduling employees for training. All managers and supervisors must undergo sexual harassment prevention training. Supervisors must receive at least two hours of training every two years. New supervisors must receive training within six months of being hired or promoted and then at least every two years thereafter.

#### 2.04. Whistleblower Protection

**A. Policy.** The City prohibits all of the following:

- 1) taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the City, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- 2) preventing an employee from disclosing information to a government agency, including to the City, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- 3) retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- 4) retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities listed in (1)-(3) above.

**B. Policy Coverage**

This Policy governs and protects City officials, officers, employees, contract employees, part-time employees or applicants for employment.



## C. Definitions

1) "Protected activity" includes any of the following:

- Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.
- Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation in to alleged unlawful activity.
- Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
- Associating with another covered individual who is engaged in any of the protected activities enumerated here.
- Making or filing in good faith and with reasonable cause an internal complaint with the City regarding alleged unlawful activity.
- Providing informal notice to the City regarding alleged unlawful activity.
- Calling a governmental agency's "Whistleblower hotline" in good faith.
- Filing a written complaint under penalty of perjury that the City has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety.
- Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation.

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

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
- Refusing to hire an individual because of actual or potential protected activity.
- Denying promotion to an individual because of actual or potential protected activity.
- Taking any form of disciplinary action because of actual or potential protected activity.
- Extending a probationary period because of actual or potential protected activity.
- Altering work schedules or work assignments because of actual or potential protected activity.
- Condoning hostility and criticism of co-workers and third parties because of actual or protected activity.
- Spreading rumors about a person because of that person's actual or perceived protected activity.
- Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

## D. Complaint Procedure

An applicant, employee, contractor or part/time employee who feels he or she has been retaliated against in violation of this Policy should immediately report the conduct according to the complaint procedure in the City's Policy Against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly. Supervisors and Managers have the same responsibilities as defined in the Policy Against Discrimination, Harassment or Retaliation.

### 2.05 Alcohol and Drug Free Workplace

- A. Policy.** It shall be the policy of the City to maintain an alcohol and drug free work environment. To succeed in maintaining a high level of productivity and a safe work environment, the City expects all employees to report for work in a condition to fulfill properly their assigned responsibilities. This Policy applies to all City employees, whether they are on City property, or they are performing City -related business elsewhere, except as this Policy is superseded by a memorandum of understanding or federally mandated drug and alcohol policies. The City recognizes that both off-the-job and on-the-job involvement with alcohol or drugs by an employee can have an adverse impact on the ability of the City to comply with its policy of a drug-free environment. Such activity jeopardizes not only the productivity and health of the individual employees, but also places at risk the safety of co-employees and the public in general.

Examples of items considered to be controlled substances and illegal under Federal, State and/or local laws include but are not limited to marijuana, heroin, hashish, cocaine, hallucinogens, certain depressants, stimulants, and medications not prescribed for current personal treatment by an accredited physician.

Employees who voluntarily seek medical or psychological assistance in dealing with a personal alcohol or drug problem may seek help without jeopardizing their continued employment with the City, provided they cease all involvement with drugs/alcohol, and enroll and continue to participate in a rehabilitation and maintenance program at the employee's own expense.

Employees who are on medication prescribed by a physician either as a regular treatment or temporary one must notify the City if such medication might impair the ability of the employee to operate in his/her position in manner that is safe for the employee as well as other employees, citizens, visitors and others.

**B. Prohibited Conduct.**

1. The manufacturing, distribution, dispensation, possession or use of drugs/controlled substances/alcohol while performing City business, or while on City property is prohibited. Depending upon the circumstances, offenders may be suspended during

an investigation with or without pay, pending final disciplinary action, which could include termination. Any substances suspected to be illegal shall be turned over to the appropriate law enforcement agency and this may result in criminal prosecution.

2. Off-the-job alcohol or illegal drug/substance use which adversely affects an employee's job performance or which jeopardizes the safety of other employees, the public, or City equipment shall be proper cause for disciplinary action up to and including suspension without pay and/or termination of employment.
3. Employees who are convicted of offenses relating to illegal drug activity may be considered to be in violation of this City policy. In deciding the City's course of action, the City Manager will take into consideration the nature of the conviction, date and circumstances of the offense, evidence of rehabilitation, the employee's assignment and job duties, the record of the employee with the City, and other factors relative to the impact that the employee's arrest has upon the City, consistent with state and federal law. This policy does not apply to misdemeanor marijuana related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. The City will impose sanctions or require participation in a drug abuse assistance program within 30 days for employees who are convicted of a criminal drug statute. The City will also inform any Federal agency from which City receive grants within 10 days of receiving notice of a workplace drug conviction.
4. An employee's failure to notify his/her department head before beginning work when taking medications or drugs which could interfere with the safe and effective performance of duties or operation of City equipment will be considered in violation of this Policy.

**C. Substance Free Work Place.** To the extent permitted by law, and for the purpose of enforcing this policy and maintaining a drug and controlled substance free workplace, the City reserves the right to search all work areas and property in which the City maintains full or joint control with the employee, including but not limited to City vehicles, desks, file cabinets, lockers and bookshelves. Provided, however that such a search will not occur without prior notice to any public safety employee.

**D. Reasonable Suspicion Drug and Alcohol Testing.** If the City has a reasonable suspicion that an employee is under the influence of alcohol or a controlled substance while in the workplace or subject to duty, the employee may be required (to the extent permitted by law) to submit to a drug and alcohol analysis provided at the City's expense. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior,

paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use.

- E. Disciplinary Action.** Failure to abide by the provisions of this policy shall be grounds for disciplinary action, up to and including suspension without pay and/or termination.

## 2.06 Conflict of Interest

- A. City Requirements.** Employees shall exercise the utmost good faith and judgment in all transactions concerning the City of Sand City and its properties. In dealing with and/or on behalf of the City, employees are expected to be strictly honest and fair in their dealings. Employees shall not use their position, or knowledge gained from their position, in such a manner that a conflict arises or might arise between the interest of the City and the interests of the employee.

Employees shall not accept any gifts, gratuities, or favors from individuals or businesses doing business with the City whose value is such as to give rise to an appearance of impropriety, or which may be reasonably seen to influence or affect his/her actions in serving the City.

- B. Conflict/Outside Employment.** While employed by the City, during the City's normal business hours, employees shall devote their entire productive time, ability and attention to the business of the City. During their employment with the City, employees will not, without the City's prior written consent, directly or indirectly engage in any employment, consulting, or other activity which would conflict with their employment obligations to the City. (See 2.07 Outside Employment)

Employees shall avoid any new employment, activity, investment, or other interests which might involve obligations which may compete with or be in conflict with the interests of the City. A conflict of interest may be considered to exist in those instances where the actions or activities of an employee on behalf of the City also involve:

1. The obtaining of an improper personal gain or advantage;
2. An inappropriate adverse effect on the City's interests; or
3. The obtaining by a third party of an improper gain or advantage

- C. Guide to Other Potential Conflict Issues.** While it is not possible to list every circumstance that could result in a conflict of interest, the following serves as a guide to the types of activities which might cause conflicts and which should be fully reported to the City Manager:

1. Interests

- a. Holding by an employee, directly or indirectly, of a material financial interest in any outside concern from which the City secures goods or services (including the services of buying or selling stocks, bonds, or other securities), or which provides services competitive with the City.
- b. Competition with the City by an employee, directly or indirectly, in the purchase or sale of property or property rights or interests.
- c. Making arrangements to provide services to clients of the City without permission of the City Manager.

2. Outside Activities

- a. Providing directive, managerial, consultative services or employees to any outside concern which does business with, or is in competition with the services provided by the City or which would have the potential for substantially affecting an employee's duties for the City.
- b. Participation by an employee in any activity for personal profit or gain which is likely to involve use of the employee's time during normal working hours or the time of other employees on duty or the use of equipment owned by the City.

3. Inside Information. Disclosure or use of City information for the personal profit or advantage of the employee or anyone else. The employee owes the employer diligent and faithful service under Labor Code Section 2859 and Civil Code section 2322 (3).

**D. Disclosure of Certain Interests.** Employees shall disclose conflicts of interest in accordance with the City's conflict of interest code, set forth in the Sand City Municipal Code, Chapter 2.20, as the same may be amended from time to time.

2.07 Outside Employment

**A. Policy.** A condition of employment with the City of Sand City is that all full-time appointments are to be the principal employment of employees filling such positions. Outside or secondary jobs may be permitted if such job neither violates the conflict of interest principle nor is detrimental to the City by virtue of association, does not have a detrimental impact on employee efficiency, and does not cause the employee injury or sickness. (See 2.06 Conflict of Interest)

**B. Notification of Outside Employment.** Each employee who is working for the City in a full-time position and is working or desires to take an additional job with another

employer shall provide notice of outside-employment with the Department Head indicating:

1. The nature of the job.
2. The name and address of the firm.
3. The number of hours worked each week.
4. The work schedule.

**C. Grounds for Denial.** Outside employment may be denied or permission rescinded if inconsistent with the conflict of interest policy or for any of the conditions outlined as follows:

1. An employee's secondary employment is adversely affecting performance or is in any other way interfering with his/her City work.
2. The employee is associated with an enterprise which provides or performs a service to the City over which the employee has any regulatory responsibility or influence in his/ her capacity as a City employee.
3. The employee solicited business on behalf of the enterprise he/she represents in secondary employment during working hours for the City.

## 2.08 Employment of Relatives

**A. Eligibility Standards.** Relatives of current employees are eligible for employment within the City provided that:

1. The appointment is based solely on qualifications.
2. No special influence or contact by the employed relative is involved in the selection.
3. Relatives are not placed in positions of employment which create serious morale problems or potential conflicts of interest.

No preference in hiring or promotions shall be given to family members of current employees. When relatives are hired, personal or family relationships must not interfere with employee harmony.

**B. Same Department Prohibitions.** Members of the immediate family of regular employees shall not be appointed to the same department. Regular employees who are relatives shall not be transferred, promoted, or demoted to the same department, nor be placed in such position as to supervise or evaluate a relative.

## 2.09 Political Activity

- A. Prohibited Activities.** City employees shall not engage in political activity of any kind during working hours. Prohibited activity shall include, and not be limited to, soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office, while on the job during working hours. No person shall attempt to coerce, command, or require a person holding, or applying for, any position, office, or employment with the City to influence or give money, service, or other valuable consideration to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office. City employees may not participate in political activities of any kind while in uniform.
- B. Voting.** The rights of City employees to register and vote as they choose shall not be infringed. City employees may express their opinions on all political subjects without recourse against them.
- C. Public Office.** Subject to the foregoing, any City employee may seek appointment or election, (except for the Sand City Council) to any public position, office, or employment for which they are qualified.

## 2.10 Religious Activities

- A. Time Off.** When requested in advance, employees may be allowed time off to attend services or activities.
- B. Payroll Status.** Paid Time Off or authorized unpaid absence may be used for absences as approved in item A above.

## 2.11 Smoking.

Pursuant to State law, smoking of tobacco products is prohibited in all enclosed City facilities including, but not limited to all buildings, out buildings and City vehicles. Only approved smoking areas may be used for such purposes.

## 2.12 Official Bulletin Board.

Bulletin boards are a major source of information. Employees are encouraged to read items posted.

The official bulletin board for all employees is located in the copy room/kitchen. Notices and regulations required by law are posted on the official bulletin board.

The City Clerk is responsible for maintaining the official bulletin board. All notices and postings must be submitted to the City Clerk for approval before posting. Approved items other than those required to be posted by governmental agencies will be removed after two weeks by the City Clerk. Any unauthorized posting will be removed immediately. Personal items may not be posted on internal bulletin boards.

### 2.13 Community/Media Relations

- A. Policy for Media Contacts.** All communications with print and electronic media for the City of Sand City shall be channeled through the City Manager, City Attorney, Police Chief, the Mayor or a designee. Staff is to notify the City Manager, City Attorney, Police Chief or Mayor immediately upon being contacted by any member of the news media. All such contacts are to be referred to the City Manager, City Attorney, Police Chief or Mayor for response or appropriate coordination.

### 2.14 Dress Code

- A. General Guidelines.** A professional appearance is important in reassuring the public that the staff is providing service in a competent manner. The responsibility for maintaining the dress code standards lie with each individual employee and his/her supervisor. Office staff and supervisors are expected to wear appropriate business attire at all times when on duty. Employees should wear neat, clean attire which gives a professional appearance for regular work days. Casual work days can be allowed by the City Manager in which casual clothing is allowed as long as it is neat and clean.
- B. Public Works/Parks/Maintenance Personnel.** Maintenance personnel may wear clothing appropriate to their job duties. Employees should check with their supervisors regarding clothing allowed for these positions.
- C. Police Officers.** Police officers shall adhere to the official dress codes prescribed in the Police Operating Procedure.

### 2.15 Telecommunications Policy

The City maintains a telecommunications system as part of its technology platform. This system is provided to assist in the conduct of business. The telecommunications system and the data stored in it are the property of the City. As such, all messages created, sent, and received are



the property of the City. Employees learning of any misuse of the telecommunications systems or violations of this policy should notify their supervisors.

**A. Monitoring & Access of the City Systems.** The City's computer, phone, and other electronic systems are important assets and have been installed to facilitate business communications. Although employees may be able to use codes to restrict access to information left on the systems, it must be remembered that these systems are intended for business use and are the property of the City. In keeping with this intention, we maintain the ability to access and monitor any information on the systems. Because we reserve the right to obtain access to all voice mail and computer files including e-mail messages sent/received and Internet sites visited, employees should not assume that such information is confidential or that access by the City or its designated representatives will not occur. Access to these systems may be conducted before, during, or after working hours, and in the presence or absence of the employee.

Employees must receive prior authorization before changing any access codes that may be available. In addition, employees are prohibited from unauthorized use of access codes of other employees to gain access to voicemail or computer network systems. Personal devices such as laptops, cell phones, etc. may not be used for City business and should only be used while on breaks, lunches or unpaid time.

**B. Computer, Email, Internet, & Voicemail Use.** Some employees are provided access to the City's information and communication systems for business reasons. Personal use of the computer systems, email, and the internet are to be kept to an absolute minimum. Use of these systems for non-business purposes should be done only during breaks or meal periods. No one is allowed to access or send pornographic, offensive, or discriminatory material via City systems.

At the City, we strive to maintain a work environment that is friendly and relaxed yet highly professional. Please make sure that conversations and electronic communications are appropriate in a work setting. Employees are not allowed to use the City's information systems in any way that may be disruptive. Use of City communications systems for harassment or disparagement of others or for conduct prohibited by state or federal law or City policies, is prohibited. Inappropriate use of the City's information systems will result in corrective action up to and including termination.

**C. Telephone Use.** Incoming phone calls are an important and essential part of our business. If your job requires you to answer the phone, remember that the caller's entire impression of the City will be based on how you sound. Be courteous and friendly, and whenever possible refer to the caller by name. All incoming telephone calls should be answered promptly.

Personal phone calls placed or received should be kept to a minimum to ensure that our clients can effectively communicate with us. Necessary phone calls should be made during breaks or meal periods whenever possible. If it is necessary to make a personal, long distance telephone call, please keep them to a minimum and charge any toll calls to a personal calling card.

Messages of an emergency nature will be delivered promptly and our telephones are always available for use on an emergency basis.

**D. Cellular Phones.** While driving for City business and/or City time, attention to the road and safety should always take precedence over conducting business on the phone. In cases of emergency, where drivers may be required to complete calls while operating a motor vehicle, the conversation should occur when the vehicle is parked and/or the driver is using the phone in a "hands free" mode via a headset or speaker. California state law requires "hands free" conversations only. The City prefers that such conversations occur when the vehicle is safely parked out of traffic.

**NOTE: Police officers using devices for emergency and official communications are exceptions to the rules regarding hands-free operation, but should exercise due caution in such use.**

**E. Personal Communication Devices.** The use of personal cellular phones, pagers, text messaging, etc. can be a problem while working. Such use is distracting and can portray a negative image to any individual (management, coworkers, clients, vendors and guests) who may see employees using such devices while at work. You are asked to minimize the personal use of such devices while at work so that business needs are not compromised. If such devices are used during non-work times (breaks/meals) please do so in a way that does not interfere with coworkers and other business needs.

**F. Mail & Postage Use.** Please do not have any personal mail sent to the City. The use of City-paid postage for personal mail is not permitted.

## 2.16 Social Media

While we understand that many of our employees may interact using various social media sites, e.g. Facebook, Linked-In, Twitter, Pinterest, Instagram, etc., it is important that employees keep their personal postings entirely personal. Please remember that some of these sites allow individuals you might not want to interact with to see your postings and therefore you should use care in what information you disclose. Employees are not authorized to speak on social media as representatives of the City of Sand City.

Where the City has decided to create accounts exclusively for City purposes, only employees expressly authorized are permitted to post information and modify the site. Such accounts are as important to the organization as the official website and as such extreme care is needed in portraying the desired information on the site. We also ask that employees who have concerns about actions, policies or other City of Sand City business address it with City Management directly rather than posting such concerns on social sites. Pictures, communications and other information related to confidential City business which, if shared, will interfere with City

operations or will result in harm to the public's health or safety, may not be posted on internet sites without the specific written consent of the City of Sand City.

### 2.17 Use of City Equipment

As the governing body for the City of Sand City, a part of our responsibility is to ensure all tools, resources, time, premises and other City related costs are utilized for the benefit of our community and not for the personal benefit of City employees, Council Members, outside organizations or any other groups where the benefit to the City at large is not gained. In addition, we are charged with maintaining confidentiality of many types of information and the security of all City systems as well as for City personnel and visitors.

To fulfill these obligations, the City of Sand City has determined the following must be observed by all City employees:

- A. No City-owned or City-supported property, vehicle, equipment, labor or service shall be used by a public official or employee, any family member, a business entity or any other person for his or her private use.
- B. No City equipment will be removed from the City premises where it is normally kept for a public official's or City employee's personal use in the conduct of official business unless such equipment is available to the general public or such equipment is provided as a matter of stated public policy for the use of City public officials and employees at other specified locations in the conduct of official business.
- C. The City's letterhead will not be used for personal correspondence or in personal business correspondence.
- D. Any access to City equipment and public facility areas must be pre-approved and escorted by the proper City employee. The only exception to this requirement is for maintenance and service personnel who have been hired by the City of Sand City and provided with access in order to carry out their specified services. Such exceptions must be made by the City Manager and may be reviewed by the City Council.

### 2.18 Personnel Policy Familiarization

The personnel policies of the City of Sand City are contained in this Personnel Manual and in such departmental policies (e.g., police department policies) as may be adopted by the City Council. Copies of this policy manual will be maintained with the department heads, in the city hall library and within the police department.

It is the responsibility of each employee to read all applicable personnel policies including policies that may be modified from time-to-time. Also, each employee must make an effort to

understand the policies and to comply with them. Supervisors and members of the administrative team are available to answer any questions or clarify policies.

## 2.19 Standards of Conduct

Employees are expected to demonstrate good judgment, ethical personal behavior and common sense during their employment with the City. Examples of actions which are not in keeping with the City's objectives are listed below and such actions may result in disciplinary action up to and including suspension without pay and/or termination:

- A. Dishonesty
- B. Insubordination
- C. Incompetency
- D. Substance abuse
- E. Failure to perform work assigned
- F. Harassment of other city employees or members of the public
- G. Absence from work without satisfactory notice or reason
- H. Disclosure of confidential information
- I. Use of profane or abusive language
- J. Conversation or conduct which damages the City's reputation, or negatively impacts or, limits the City's ability to function
- K. Unlawful conduct
- L. Conduct which places the employee, co-workers or others at risk of substantial harm

## Section 3. Transfers and Reassignments

### 3.01 Employee Transfers - General

No regular employee shall be transferred to a position for which he or she does not possess the minimum qualifications. Upon approval by the City Manager, an employee may be transferred at any time from one position to another in a comparable class. For transfer purposes, a comparable class is one with the same salary range, involving the performance of similar duties and requiring substantially the same basic qualifications. In the case of the transfer of any employee from one position to another in the same class or to another class to which the same salary range is applicable, the employee shall remain at the same salary step and shall retain the same anniversary date.

### 3.02 Reassignment Between Departments within the City

- A. Employee Transfer.** The transfer of a regular employee from one department to another may be made with the consent of the employee and the approval of the applicable department heads concerned, unless the City Manager orders the transfer for purposes of economy or efficiency. Public safety sworn personnel may only be transferred to other public safety functions.
- B. Transfer Reinstatement.** If an employee so transferred is found not suitable in the new position or if that position is eliminated and said employee's performance in the original position had been satisfactory, the employee may be transferred back to the original position.

### 3.03 Reassignment within Department

The department head may reassign an employee to another position in the same classification in the same department at any time.

#### A. Classification Policy

**(1) Classification Plan.** The City Manager shall ascertain and record the duties and responsibilities of all positions and, after consulting with affected department heads, shall recommend a classification plan, including job descriptions, for such positions. The plan and any revisions thereof shall become effective upon approval of the City Council.

Following the approval of the classification plan, the City Manager shall allocate every position to one of the classifications established by the plan.

When a new position is created, such position may not be filled, until the classification plan has been amended to provide for the new position.

**(2) Reclassification.** The City Manager may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Upon completion of the job audit, the City Manager shall make a recommendation regarding reclassification to the City Council.

#### **(3) Categories of Employees and Non-Employees**

**(a) At-Will Employee.** An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. Independent contractors are separate and distinct from at-will employees as they are not considered employees of the City. At-will employees include any of the following:

- City Manager
- Chief of Police
- Employees designated as temporary/ seasonal or extra-help, limited-term, etc.
- Probationary employees
- City Attorney

**(b) Probationary/Introductory Employee.** A probationary/introductory employee is one who is serving a probationary period at either: the outset of initial employment with the City; or at the outset of a promotion to a higher classification. During the initial probationary period, a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. A probationary employee serving in the initial probationary period is an at-will employee.

**(c) Regular Employees.** A for-cause employee is one who has satisfactorily completed the initial probationary period and cannot be disciplined except when the City has cause to do so. A for-cause employee has a property right in continued employment, and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property.

**(d) Full or Part-Time Employee.** A full time employee is one whose position is budgeted to work at least 40 hours per week. Full-time employees receive all benefits provided in these Policies, unless otherwise provided in an MOU, or an employment agreement approved by the City Council. A part-time employee is one whose position is budgeted to work less than 40 hours per week. Part-time employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work.

**(e) Temporary / Seasonal / Extra-Help Employee.** A temporary/ seasonal or extra-help employee is an at-will employee who is appointed other than from an eligible list for a short term or seasonal basis, not to exceed six months. A temporary/ seasonal or extra-help employee serves at-will and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

**(f) Volunteer.** A volunteer is not an employee, but instead is an individual who provides services to the City for civic or philanthropic reasons and receives no compensation or benefits other than nominal fees and reimbursement of expenses. A volunteer serves at-will and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

**(g) Independent Contractor.** An independent contractor is not an employee, and serves solely pursuant to a contract that has been formed and approved as required by the City purchasing policies and procedures. Independent contractors are separate and distinct from at-will employees in that they are not considered employees of the City. An independent contractor cannot be used to perform any part of the City regular and customary work.

## Section 4. Recruitment, Selection and Appointment Policy

### 4.01. Recruitment/Selection Procedure

**A. Job Announcement.** The City Manager will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the City's website and other locations the City Manager deems appropriate, depending upon whether the recruitment is open to the public or current employees only. The announcement will include:

- The title and pay for the position;
- The nature of the work to be performed and essential job duties of the position;
- The minimum qualifications, including whether the job is a promotional position;
- A statement of the employment status of the position – for cause or at-will;
- The last date that the City Manager will accept applications, if any;
- The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and
- Such other information as determined in the discretion of the City Manager.

**B. Application Forms.** Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically or electronically, by the person applying. The City Manager will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

**C. Disqualification of Applications.** The City Manager may reject any application which: is not properly completed or incomplete; received after the application deadline; or indicates that the applicant does not meet the minimum qualifications for the position. Whenever an application is rejected, notice of such rejection shall be mailed or emailed to the applicant.

**D. Criminal Conviction Check.** After the City makes a conditional offer of employment, the City Manager may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that

have been judicially sealed, eradicated, or expunged. Unless required by law, the City will not deny employment to any applicant solely because he or she has been convicted of a crime. The City may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. This Policy does not apply to applicants for public safety jobs.

## **E. Employment Examinations**

(1) The City Manager will determine the manner and methods of administering employment examinations. Examinations may consist of: written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties. (2) The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination. (3) An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the City Manager may require additional information, such as reasonable documentation of the existence of a disability.

(4) Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified by mail whether he or she will continue in the examination process.

(5) Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check.

## **F. Eligibility Lists**

(1) After completion of an open or promotional examination for a classification, the City Manager will prepare an eligibility list consisting of the names of candidates who passed the examination. Eligibility lists shall become effective upon the certification by the City Manager.

(2) A person appearing on an eligible list will be mailed or emailed notice of his or her placement on the list.

(3) A person placed on an eligibility list shall be removed from the list if he or she so requests in writing or fails to respond to notification of an opening within five days after notification. It is the responsibility of the eligible person to keep the City Manager informed of his/her current physical or email address, or phone number.



#### 4.02. Appointments

A. The City Manager will make all appointments except for those classifications that report to the governing body. The City Manager has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, appointment of temporary / seasonal employees, or from an appropriate eligibility list if available. No specific list shall have priority over other lists. The City Council will make appointments for those classifications that report to it.

B. When a position is to be filled from a promotional or open eligibility list, the City Manager may choose from the specified list one of the top three candidates on the eligibility list. If no person among the top three candidates indicates a willingness to accept the appointment, the City Manager may make the appointment from among the remaining names on the eligibility list, may request a new examination and establish a new eligibility list, or may fill the position by any other method authorized by these Policies.

C. Appointment to certain positions may be made contingent upon the applicant/employee passing a drug / alcohol test, and/or a job-related medical and/or psychological examination. Such examination shall only be required after a conditional offer of employment has been made. (*See on Reasonable Accommodation and Interactive Process; and Policy on Prohibitions on Drugs and Alcohol in the Workplace.*)

D. The person accepting appointment shall report to the City Manager or designee on the date designated by the City Manager. Otherwise, the applicant shall be deemed to have declined the appointment.

#### 4.03 Introductory Periods

**A. Objective of Introductory Period.** The introductory period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's performance, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any introductory employee whose performance does not meet acceptable standards for the position to which he/she was appointed.

#### **B. Introductory/Probationary Appointment for New Appointments**

(1). At-Will Status: The introductory period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights set forth under this manual's section regarding Causes for Discipline and Procedures. The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected from probation.

(2). Length of Introductory Period: Unless otherwise specified by memorandum of understanding or these Policies, the introductory period is six (6) months, 1040 hours of actual and continuous service for all non-public safety employees. For public safety employees, the introductory period is twelve (12) months, 2080 hours of actual and continuous service. The introductory period is automatically extended by the length of any absence of one work week or more. The introductory period can also be extended by the City at the discretion of the City Manager. The introductory period shall not include any time served in a temporary assignment or any time on a leave of absence, either with or without pay, of two (2) weeks or more.

### **C. Introductory/ Probationary Period for Promotional Appointments**

(1). At-Will Status: A promotional introductory employee may be rejected at any time during the promotional introductory period with or without cause or reason, without notice or appeal or grievance, and without any rights described in the City Policy regarding Causes for Discipline and Procedures. If the employee fails to satisfactorily complete the introductory period in the promotional position, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.

(2). Length of Introductory Period: On accepting a promotion, an employee serves a new probationary period of 6 months of actual and continuous service. The probationary period is automatically extended by the length of any absence of a week or more.

### **D. Extension of Introductory Period.**

The introductory period of an individual employee may be extended for a reasonable period not to exceed six (6) months by the City Manager upon his/her own recommendation or the recommendation of the Department Head. Approval of such extension by the City Manager shall be in writing with notification to the employee involved prior to the end of the introductory period. Such an extension shall not be subject to further review nor shall it be subject to appeal.

### **E. Introductory Employee Performance Evaluation**

Each employee's performance shall be evaluated at the end of five (5) months of service or at more frequent intervals when deemed necessary by the City Manager or the Department Head, with City Manager's concurrence. Such evaluations shall be reported in writing and in a form approved by the City Manager. The written report of an employee's performance evaluation shall be made a part of the employee's personnel record, and a copy given to the employee.

#### 4.04 Eligibility for Benefits.

All new full-time employees shall be eligible to apply for health benefits on the first of the month following thirty (30) days after the date of hire. Dental, vision, life insurance and long term disability benefits are available on the first day of the month following ninety (90) days after the date of hire.

## Section 5. General Working Conditions

### 5.01 Attendance, Work Weeks, and Work Schedules

- A. Attendance.** Employees shall be in attendance at their work or assigned duties at the time and place prescribed by the department to which they are assigned. An Employee who is absent from duty, or who while on duty, is not attending to the normal assignments of his or her employment, shall report such absence or inattention, to his or her department head as soon as practical after it occurs. If an employee has reason to know of an absence ahead of time, advance notice should be given to his or her department head at the earliest possible time. Non-excused absences or tardiness, substantial inattention to one's duties while on the job, or excessive tardiness, may result in discipline, including but not limited to termination and/or suspension without pay. This attendance policy shall be applied consistent with the provisions of the City's policy on sick leave and Family and Medical Care Leaves.
- B. Work Period.** The work period begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday, except for employees on a flexible or alternate work week, or as otherwise designated in an applicable MOU.
- C. Work Weeks.** All full time, non-exempt, employees who work for the City shall be assigned either to a regular work week or to a "flexible-time" work week, as shall be determined by the City Manager.
- D. Regular Work Week.** A regular work week for non "flexible-time" employees who are overtime non-exempt and who work full time for the City shall be five (5) standard work days within the period of 168 hours (7 consecutive days) established for them as a regular work week by the Department to which they are assigned.
- E. Regular Work Day.** A regular work day for employees working a regular work week (non "flexible-time" employees) who are overtime non-exempt and who work full time for the City shall be eight (8) hours of labor within the period of twenty-four (24) hours established for them as a regular work day by the Department to which they are assigned.

- F. **Flexible Work Week.** A regular work week for “flexible-time” employees who are nonexempt and who work full time for the City shall be four (4) flexible work days within the fixed and regularly recurring period of 168 hours (7 consecutive days) established for them as a flexible work week by the Department to which they are assigned.
- G. **Flexible Work Day.** A regular work day for “flexible-time” employees who are non-exempt and who work full time for the City shall be ten (10) hours of labor for administrative personnel and eleven (11) hours of labor for police personnel within the period of twenty-four (24) hours established for them as a flexible work day by the Department to which they are assigned.
- H. **Alternate Work Schedules.** Upon the request of a department head, the City Manager is authorized to designate other working hours for employees when, in his/her opinion, the best interest of the City may be served by such readjustment of standard work hours, or out of consideration for the special needs of an employee.
- I. **207(k) Work Period.** The work period for the City’s sworn police employees is eight days in length with a statutory overtime threshold of 49 hours in an eight day work period.

## 5.02 Overtime

- A. **Policy.** It is the general policy of the City that overtime work is to be discouraged. Overtime work must always have prior approval. Overtime-eligible employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the agency. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures. In emergency situations that necessitate working overtime, the employee must notify the supervisor as soon as possible and in no event later than the end of the day upon which the emergency occurred. If the supervisor denies the employee’s request to work overtime, the employee must obey the supervisor’s directive and cease working.

All time spent for the benefit of the City must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not “volunteer” work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.

- B. **Eligibility for Overtime.**
  - 1. **Employees with Regular Work Periods – Daily, Work Week.** All non-exempt, full-time City employees with regular work periods shall be paid overtime at one and one half time their hourly rate for any hours worked in excess of eight

hours in a regular work day or in excess of forty hours in a regular work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay; paid leave, such as holidays and vacation, does not count as time worked.

2. **Employees with Flexible-Time Work Periods.** All non-exempt, full-time City employees with flexible work periods shall be paid overtime at one and one half times their hourly rate of pay for any hours worked in excess of ten hours in a flexible work day or in excess of forty hours in a flexible work week. Any time off during the work week such as holidays does not count as time worked.

- C. **Compensatory Time Off.** Employees working overtime may elect whether to receive overtime pay or compensatory time off if the employee's supervisor agrees prior to overtime work being performed. CTO accrues at the rate of time and a half (1.5). Time in paid leave status does not count toward CTO. Those electing to receive compensatory time off may later elect to receive overtime pay for any compensatory time not used. Compensatory Time Off will be capped at 240 hours (300 hours for police officers and reserve officers) in the bank at any one time. Any employee who has reached this maximum must receive pay rather than Compensatory Time Off until such time as the hours have been reduced sufficiently for the overtime hours in a pay period to be converted to Compensatory Time Off. Hours in the available Compensatory Time Off bank will be subject to the 800 hour combined maximum limit.

- D. **Employee Classification.** Employees in classifications designated as "non-exempt" shall be eligible for overtime compensation. Employees in classifications designated as "exempt" shall not be eligible for overtime compensation. You will be advised of the exempt or non-exempt status of your position upon hire.

1. *Exempt Employees.* Exempt employees include, but are not limited to, those employees who are executive, administrative or professional as defined by federal wage and hour laws are considered exempt from overtime pay requirements. Exempt employees will receive their full salary for any week in which the employee performs any work with exceptions for legally allowable deductions. Time off as a penalty for violations of major safety rules also may be deducted from employees' salaries as allowed by law. Exempt employees receive an allowance of administrative leave per year to compensate for their extra time worked and their special responsibilities, as set forth in section [\_\_\_\_] below. (Administrative Leave).
2. *Non-exempt Employees.* All other employees are considered to be nonexempt from state and federal overtime pay requirements. Non-exempt employees must record their time at the start and at the end of each work period, including the lunch break, and whenever they leave work for any reasons other than city business. The salary of non-exempt employees will be reduced for incomplete or

partial days of absence due to vacation, holiday, personal business, and incomplete initial and final week of work. (Nonexempt employees can earn overtime.) All non-exempt employees must accurately report all work time to the nearest five minutes.

3. *Reserve Officers:* These employees are not eligible for the 4 hour minimum for call-in or callback pay. Officers should record exact time worked on timesheets. Such officers also receive Paid Sick Leave benefits at the rate of 1 hour of Paid Sick Leave per 30 hours worked.

### 5.03 Compensation For Meeting Attendance

- A. Policy.** Non-exempt employees who attend mandatory meetings, lectures, training programs and similar activities at the request of the employer will be compensated for this time. An employee who is required to return to the work place during regular off duty hours to attend a meeting, lecture, training program or similar activity will be compensated for this time at the employee's appropriate hourly rate when attendance at the meeting, lecture, training program or similar activity is mandatory. Shift differential will not be paid. A minimum of 4 hours of pay is provided in these specific instances for all Regular Employees. Reserve Officers will be paid for actual time required for the meeting.
- B. Compensation Rate.** Overtime hours will be paid according to federal legal requirements and in compliance with the Memorandum of Understanding with the Police Officers' Association.
- C. Attendance Criteria.** Payment for attendance at lectures, meetings, training programs and similar activities will not be allowed if any of the following criteria apply:
  1. Employee has not received prior approval from their supervisor or department head for attendance outside of the employee's regular working hours.
  2. Attendance is, in fact, voluntary.
  3. The course, lecture or meeting is not directly related to the employee's job or responsibilities with the City.
  4. The employee does not perform any productive work for the City during such attendance periods.
- D. Required Attendance.** Attendance is not voluntary if it is required by the City.

#### 5.04 Meal Periods

Each full-time employee shall be entitled to an uninterrupted, unpaid meal period of a minimum of thirty (30) minutes and a maximum of sixty (60) minutes at or about the midpoint of their work day. Meal periods may be taken away from the normal work area. Meal periods include transit time to and from meal areas. The length of the meal period and the time the meal period is taken shall be determined by the Department Head and/or City Manager. Employees are entirely relieved of responsibilities and restrictions during their meal period, unless they have been notified, to work an on-duty meal period which will be treated as paid time. (For police officers, refer to the Standard Operating Procedures Manual.)

#### 5.05 Rest Periods

**A. Compensated Rest Period.** A 15-minute compensated rest period will be provided to all overtime-eligible employees for each four-hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period. These rest periods should not be taken at the beginning or end of the work day, and time not used for rest periods shall not be accumulated and used at a later date. Rest periods are considered to be time worked.

**B. Lactation Break Time.** An overtime-eligible employee who wishes to express breast milk for her infant child during her scheduled work hours will receive additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The City will make reasonable efforts to accommodate employees by providing an appropriate location to express milk in private. The City will attempt to find a location in close proximity to the employee's work area, and the location will be other than a toilet stall. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area. Any employee storing expressed milk in any authorized refrigerated area within the City shall clearly label it as such. No expressed milk shall be stored at the City beyond the employee's work day/ shift.

**C. Advance Request for Permission to Deviate from Regular Work Hours.** An overtime-eligible employee is required to seek advance permission from his or her supervisor for any foreseeable absence or deviation from regular working, break, and meal times.

**D. Notification of Unforeseen Late Arrival or Absence.** An overtime-eligible employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department head.

**E. Unauthorized Absence is Prohibited.** Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. An overtime-eligible employee who fails to timely notify the supervisor of any absences as required by this Policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

**F. Excessive Tardiness/Absenteeism and Abuse of Leave.** Excessive tardiness occurs when an overtime-eligible employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by state or federal law, exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should the City suspect that there is an abuse of leave by an employee, the City may require that the employee submit a physician's certificate to support the absence.

#### 5.06 Pay Days and Final Paycheck

**A. Payroll Procedures.** Pay checks are issued 12 times annually. The pay day will be the last working day of the month. For overtime calculations, the workweek at the City begins at 12:00 a.m. on Monday and ends seven consecutive days later on Monday at 12:00 a.m. Pay periods begin on the first (1st) day of a calendar month and end the last day of the month. Normally, checks will be distributed after 12:00 p.m. at City Hall through department heads or their designees on the last work day of the month. The City will not cash payroll checks. All employees will receive pay for regularly scheduled hours through the end of the month, but any overtime or adjustments due to holidays, vacation or the like will appear on the next month's check if turned in after the 25<sup>th</sup> day of the month.

If a check cannot be distributed or delivered directly to an employee, it will be returned to the Finance Department. If absent on payday, it is the employee's responsibility to contact the Finance Department to receive the pay check or to make prior arrangements if s/he will be absent from work on the day paychecks are distributed. Police Department payroll checks will be placed in the correspondence/message box for each employee in the department.



Payroll checks must be cashed within six (6) months from date of issue.

- B. Payroll Advances.** In emergencies, advanced pay may be granted. In no case will advances exceed pay earned. If a request is determined to be an emergency, the supervisor may recommend to the Finance Department that an advance be granted. Approval by the City Manager is required. Usually, seventy two (72) hours notice is required to process a payroll advance.
- C. Adjustments.** Payroll adjustments are made on the first day of the pay period following the anniversary of date of employment or subsequent reclassification. If there is an error in a paycheck, whether in hours paid, rate of pay, deductions taken or not taken, or any other discrepancy, the employee must bring it to the attention of the Finance Department immediately for review and/or correction. Failure to report the discrepancy may result in a delay of payment due.
- D. Payroll Deductions.** Deductions from employee's wages are made in accordance with prevailing laws, rules and regulations:
1. Deductions required by law: for example, court order, Federal and State income taxes, FICA, etc.
  2. Deductions made on the written authorization from each employee: for example, group medical and hospitalization premiums, credit union, and such other deductions within the City's capabilities and as approved by the City Manager.
- E. Separation and Final Paycheck**
1. Resignation in Good Standing. Any regular employee in order to be considered as having resigned in good standing, shall be required to submit a written notice of resignation to his/her department head at least ten (10) working days prior to the effective date of said resignation.  
  
Such written notice shall include the reason for the effective date of the resignation. The Department Head or City Manager may authorize a resignation in good standing when, in their opinion; there are sufficient reasons to waive the requirements of this section.
  2. Voluntary Resignation. An employee absent from duty without authorization for two (2) or more consecutive working days without an explanation satisfactory to the department head shall be deemed to have voluntarily resigned without notice and the department head shall initiate the process to separate the individual's employment with the city.

3. Exit Interviews. The City Manager or designee may conduct a confidential exit interview to verify reasons for the resignation. Information obtained during the exit interview shall be used in a manner that contributes to the City's growth.
4. Employee Property Clearance. Employees will certify that all City property, including keys, in their custody has been returned to the City immediately upon request or upon separation of employment. The City may take all action deemed appropriate to recover or protect its property. City property that is not returned may be reported to the appropriate authorities as stolen property.
5. Final Paycheck. Employees, who are involuntarily terminated, will receive their final paycheck on the day of dismissal. The final paycheck will include payment for all earned salary due and not previously paid, and accrued but unused leave balances which are subject to pay-off.

#### 5.07 Performance Evaluations

- A. Purpose.** The City provides employees with periodic performance evaluations for the purpose of providing direction and furthering development of the employee. The employee performance evaluation process is designed to accomplish the following objectives:
1. To provide employees with full information concerning their work performance in relation to the job description and City initiatives;
  2. To identify performance areas in which the employee has performed satisfactorily as well as those areas which require improvement;
  3. To establish plans to encourage continued achievement and to correct any deficiencies;
  4. To establish individual goals; and
  5. To establish a basis for determining employee status, eligibility for advancement, and continued employment.
- B. Time of Evaluations.** Performance evaluations occur as determined by the City Manager who will endeavor to complete reviews at the following intervals:
1. A preliminary evaluation after approximately five months of work.
  2. Twelve months after date of hire.

3. Annually thereafter based upon the employee's anniversary date.
4. Interim evaluation may be made as deemed necessary by the supervisor.

- C. Process For Evaluations.** Generally, performance evaluations will be in writing and conducted and signed by the supervisor, and will be based in part on the position's job description. When evaluations are in writing the employee will be given an opportunity to review the evaluation and may add written comments. Employees will be expected to sign the written performance evaluation to acknowledge that the evaluation was delivered. Signature does not indicate acceptance of what has been written. The employee will receive a copy of the written evaluation. All performance evaluations become a part of the employee's permanent record.
- D. Limitations on Evaluation Process.** Positive performance evaluations do not guarantee promotions. In fact, good evaluations are expected as a norm. Promotions are solely within the discretion of the City and depend upon many factors.

#### 5.08 Employment and Salary Verification

- A. From Lending Institutions/Government Agencies.** All lending institution and governmental agency requests to verify salary of City employees must be in writing. Employees must give their permission to release information in writing.
- B. From Prospective Employers.** In order to provide an employee's prospective employer with any information regarding the employee's present or former employment with City of Sand City, the employee must provide written authorization. The employee can provide authorization by writing a letter addressed to the City stating approval for the release of the specified information, or by completing a City-prepared form for this purpose. The City will reply only to written requests from prospective employers on a form signed by the employee or former employee.

Current and terminated employment verification information will be limited to:

1. Verification that the employee did/does work for the City of Sand City
2. Dates of employment, and
3. Positions held
4. Final Salary

Information will not be released regarding a former employee's eligibility for re-hire or remuneration.

Any inquiries, which are received either by telephone or in writing regarding a present or past employee, are to be referred to the City Manager for proper handling. No other employees

of the City may provide any information regarding current or former employees without the prior consent of the City Manager.

### 5.09 Acting Appointments

- A. Temporary or Acting Appointments.** An employee may be temporarily assigned an acting appointment to serve in a class with a higher salary range than that of the class normally assigned. The acting appointment must be to a position in a higher class occupied by a permanent employee on suspension or an authorized leave of absence, or to a position for which a vacancy exists. An employee serving an acting appointment shall receive the entry step of the higher salary range or a minimum of five percent (5%) or a maximum of seven and one-half percent (7.5%) higher than the employee's salary rate prior to the acting appointment, whichever is greater.
- B. Process for Appointment.** The acting appointment shall be made in writing in advance and shall be approved by the City Manager.

### 5.10 Holidays

- A. Regular Holidays for Pay Purposes.** The following holidays are recognized as paid municipal holidays as well as being regarded as holidays for which City Hall will be closed for City business.
1. New Year's Day observed the First day of January
  2. Martin Luther King Jr. Birthday observed the Third Monday in January
  3. President's Day observed the Third Monday in February
  4. Cesar Chavez Day observed Thirty-first of March
  5. Memorial Day observed the Last Monday in May
  6. Independence Day observed the Fourth of July
  7. Labor Day observed the First Monday in September
  8. Indigenous People's Day observed the Second Monday of October
  9. Veterans' Day observed the Eleventh Day of November
  10. Thanksgiving Day observed the Fourth Thursday of November
  11. The Day following Thanksgiving Day
  12. The last Working Day before Christmas or the First Working Day after Christmas as designated by the department head and the City Manager

13. Christmas Day, the Twenty-fifth of December
14. Floating Holiday – Employee Choice (Note: Office will not be closed for these days)

**B. Special Holidays.** The Mayor may, by official proclamation, authorize additional time off to coincide with special holidays declared by the President of the United States, the Governor of the State of California, or when, in the opinion of the Mayor, a significantly important local event merits such action.

**C. Holidays That Fall on Weekend.** When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

**D. Employees Required to Work on Holidays.**

**a) Holiday within Employee's Standard 40 Hour Workweek.** Any regular full time employee eligible for holiday pay and who is required to work 8 hours on a day designated as a City recognized holiday under the provisions of this section shall be paid double time (calculated as two times the employee's base pay rate) for hours worked up to 8 hours if the holiday is part of the employee's standard 40 hour work period.

If an employee is required to work more than 8 hours on a holiday during their standard work shift, then any time over an 8-hour work shift, up to 12 hours, will be paid at time and a half (1  $\frac{1}{2}$ ) the employee's base rate of pay. Anything over 12 hours in a single day will be paid at double time.

**b) Holiday with Employee's Standard 44 Hour Workweek.**

**1. Holiday on Regular Day Off.** Any regular full time employee eligible for holiday pay that has a City recognized holiday fall on their regular day off shall be paid 8 hours straight time.

**2. Holidays where Employee Works.** Any regular full time employee who works on a day designated as a City recognized holiday which is their regularly scheduled day off under the provisions of this section shall be paid 8 hours minimum or for all hours actually worked (whichever is more) at straight time plus receive 8 hours of in lieu holiday time.

**E. City Hall Closure.** The administrative function of City Hall, exclusive of the police department, shall usually be closed during the working days between Christmas day and New Year's Day at the discretion of the City Manager and dependent on the days where the holidays fall. This time is not recognized as a municipal holiday, nor shall it be subject to any special compensation or time-off policies for the City of Sand City employees

required or permitted to work during this time at their discretion and with approval of their respective supervisors and Department Heads.

### 5.11 Medical Examinations

- A. Required Examination.** To the extent permitted by law, the City may require a medical examination of an employee at any time for any reasonable cause. "Reasonable cause" means that an employee's supervisor believes there is evidence that the employee is impaired and may be unable to perform his/her job function. The medical examination shall be conducted by a physician selected by the City at its sole expense. The scope of the medical examination shall be determined by the attending physician, with the approval of the City, to assess if the employee is medically fit to perform the essential functions of his/her job, and if the employee can effectively perform the essential functions of the job without endangering the health and safety of the employee, other City employees, or the public.
- B. Examination Results Confidential.** The results of all medical examinations will be kept confidential and maintained separately from the employee personnel file.
- C. Independent Medical Opinion.** An employee who is disqualified from employment or who otherwise fails the examination may submit an independent medical opinion which the employee obtains at his/her own expense. The City's insurance program has a process for evaluating and determining the extent of any disability claims.

### 5.12 Mileage Allowance and Use of Privately-Owned Vehicles

- A. General Policy.** It is the policy of the City to ensure that all employees, including City Council Members, requiring transportation for the satisfactory completion of their assigned duties, or volunteer duties related to a city-sponsored agency or nonprofit, will either (1) be assigned a City vehicle for their use as required by the nature of their work; or, (2) be reimbursed for the use of their own private vehicle when such use is authorized.
- B. Authorization for Use of Privately-Owned Vehicles.** Use of privately owned vehicles in connection with official City business during normal work hours must be authorized prior to such use by the City Manager.
- C. Mileage Allowance.** Employees, who are authorized to use their own vehicle for official City travel or City business, shall be reimbursed for the actual mileage traveled at the standard rate established by the Internal Revenue Service. Under no circumstances shall the travel reimbursement exceed the cost of air fare, regular class. For trips under 200 miles (one way), the use of City vehicles or personal cars are generally encouraged. For trips over 200 miles (one way) the use of commercial air lines are generally recommended or required unless prior approval is obtained from the City Manager to

cover special trips or business meetings. All claims for mileage and business trip expenses shall be submitted to the Director of Administrative Services on the City's "Travel Expense Reimbursement Form."

- D. **Administrative Regulations.** Administrative regulations covering conditions for current status of driver's license and insurance, financial responsibility, and travel authorization shall be established by the City Manager.

### 5.13 Personnel Files and Records

- A. **Employment History.** An employment history for each City employee will be maintained by the City. The information in the personnel file is the permanent property of the City and shall include dates of service, positions held, salary history, and other information as may be deemed appropriate and/or required by law.
- B. **File Location.** The official repository of the personnel files and records for City employees other than police personnel shall be maintained by the Finance/HR Specialist. The Police Chief's office will be the repository for police personnel records. Department files may be established, and shall be transferred to the permanent file upon the termination of employees.
- C. **Change of Status.** All changes and updates to employee's address, phone number, family, and employment status shall be recorded on the City's Employee Action Form and submitted for filing in the employee's personnel file.
- D. **Employees Access to Personnel File.** Except as otherwise provided by law, or as otherwise provided below, the primary and private personnel file of an employee will be open for inspection by the employee or his/her authorized representative at his/her request during business hours by appointment, at reasonable times and at reasonable intervals, within 30 days of a written request. Prior to making a copy of personnel records or allowing inspection, the City may redact the names of nonsupervisory employees. The employee or his/her authorized representative, as designated in writing on a case-by-case basis, shall have access to review his/her personnel file in the presence of the City Manager or designee. The employee will have access to all contents of the file except those materials which are a part of the employment/selection process (including letters of reference ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination) and any records relating to investigations of possible criminal offenses.
- E. **Department Head Access to Personnel File.** The employee's primary personnel file shall be accessible to the employee's department head.

## 5.14 Travel and Expense Reimbursement Policy

- A. Local Expenses.** Upon presentation of receipts, City staff will be reimbursed their reasonable expenses for food, tips, mileage, parking, and other necessary business expenses while on official City business. A reimbursement request must be accompanied with an explanation of the purpose of the business meeting and who was in attendance. Purchase of meals for other people may be allowed only on a limited basis and must be related to City business or its best interests. In most cases, employees should obtain advance approval from the City Manager or their department head prior to making such a purchase.

Registration costs, fees, etc. in connection with local meeting and conferences can be paid in advance by City check or credit card if arrangements are made through the department head, City Manager, or City Clerk. City credit cards can be made available to supervisors, department heads, and City Manager for use at business meetings and/or trips.

The City will reimburse employees for trip expense required by the City. Mileage for use of personal vehicles shall be computed at the standard rate established by the Internal Revenue Service multiplied by the actual distance traveled to get to and return from the business destination. This mileage allowance does not apply if a City vehicle is used for the business trip. The mileage rate does not include parking lot fees. Parking lot receipts must accompany a request for reimbursement. Mileage reimbursement is not paid for mileage to the office from home and from the office to home. Mileage reimbursement is paid for mileage from home to a business meeting location, or from a business meeting location to home if you are making single or multiple visits. "Home" is defined as the address listed on personnel records.

Officials and staff who receive a monthly car allowance for local trips to cover gas and wear and tear on their vehicles, are also entitled to reimbursement in an amount equal to the standard mileage rate established by the Internal Revenue Service multiplied by the actual distance traveled to get to and return from the business destination for long trips over fifty miles (50) one way ("Standard Mileage Rate Reimbursement"). When receiving the Standard Mileage Rate Reimbursement, the individual is responsible for purchasing their own fuel for the trip. If an individual uses a city credit card to purchase fuel for the trip, the actual amount charged for fuel on the city credit card will be subtracted from the Standard Mileage Rate Reimbursement amount paid to the individual for the long trip.

Employees who are required to use their automobiles as a condition of employment or for business trips are required to show proof of insurance providing an established amount of coverage. All employees who use City vehicles must have a copy of a current driver's license on file at all times. It is the responsibility of the employee to ensure the license on file is current.



The mileage rate constitutes full payment to the employee for travel by personal automobile. The City is not responsible for losses to the employee's automobile. In the event of any liability claim against the employee, the employee's own insurance shall assume the liability. Any moving or stationary citations are the responsibility of the employee.

All claims for mileage and business trip expenses shall be submitted on the City's "Travel Expense Authorization Form" as soon as possible following the travel.

**B. Long Distance Travel Expenses.** Employees authorized to travel on behalf of the City will be reimbursed reasonable costs for air, bus, or train fares, travel insurance, lodging, car rental, car insurance, gasoline, business entertainment expenses, meals, local bus, taxi or limousine transportation, parking, bridge tolls, toll road fees, entertainment, tips and long distance telephone and fax charges.

Only coach air and train travel and standard housing accommodations will be reimbursed. More expensive services may be purchased by the employee, but the employee will be expected to pay the difference between the two levels of service. When a non-city employee travels with the employee, the employee is expected to pay the charges between single and double accommodations as well as all other travel and meal expenses. If Paid Time Off is taken in conjunction with official travel, all expenses incurred outside of official travel time and duties are the responsibility of the employee.

Tips will be reimbursed with a standard allowance of fifteen percent of the service rendered. Tips of higher percentage may be allowed only for special service to large groups on city business or involved in city-sponsored social occasions.

Automobile rentals at the travel destination will be reimbursed only when no less expensive transportation is available or practical. Categories of cars up to and including mid-size/four-door standard will be reimbursed. More expensive cars may be rented, but the employee is expected to pay the difference between the lower and higher category, except as authorized by the City Manager.

Reimbursement will not be provided for: beverages not purchased in conjunction with business entertainment, personal entertainment including in-room video/movies, excessive insurance, fines, violations, headset rental, clothing, personal laundry or any other costs not essential in the conduct of official City business.

For long distance travel, the City employee's may elect to receive a per diem advance (for convenience) or submit receipts for reimbursement of actual expenses as follows:

1. Per Diem Plan - Elect to receive the per diem advance (in 2005 the allowance is set at \$120 per day for the annual League of California Cities Conference and \$90 per day for other City business trips/events) for food and other incidental expenses. Cost of hotel and

travel are over and above the per diem allowance. Employees must submit receipts for all expenditures of the per diem advance. Advances which are not properly documented as expenses must be returned to the City.

2. Reimbursement Plan - Elect to bring back receipts for actual expenses per day and be reimbursed. Any expenses above the per diem rate in #1 above will have to be justified.
3. Unusually Expensive Trip - If it is anticipated that business expenses will exceed the above per diem rate - then prior approval must be sought from the City Manager and actual expense receipts and records will have to be submitted.
4. City Credit Card - Authorized employees and City representatives may obtain a City credit card to be used for City business trips or meetings. However, any daily expenses charged on the City card that are above the daily per diem allowance as specified in #1 above will have to be reimbursed by the City Representative.
5. Travel Time - If the business event is located out of the County of Monterey, then a City employee can take reasonable work time off to travel to the event and reasonable time to travel back will be allowed. The AAA travel guidelines will be referenced for reasonable travel time.

If personal time is required to travel to a business event, the City does not pay the employee for this personal travel time.

For long day trips, the traveler may be reimbursed for meal expenses, telephone calls, etc. that result from an extended single day trip (day trip expense reimbursement requests must be accompanied with receipts), such as:

1. If a trip requires a departure prior to 7:30 AM, then a breakfast expense is allowed. Breakfast up to \$15; Lunch up to \$30, as prorated share of the \$90 per diem rate. The actual reimbursement will be based on the receipt for the incurred meal expenses.
2. If a trip return is later than 6:00 PM, then a dinner expense is allowed up to \$45, as prorated share of the \$90 per diem rate. The actual reimbursement will be based on the receipts for the incurred expenses.
3. An advance expense check or City credit card may be obtained for business trips, if arrangements are made with the Department Head, City Manager, and Director of Administrative Services.
4. If there are any questions about reimbursable expenses, then clarification should be sought from the current Travel Policy Resolution, Department Head or City Manager, prior to incurring the expense "if possible."

### 5.15 Departmental Incentive Pay Program

- A. Education.** The Sand City education pay program recognizes the value of education and training in improving the quality and performance of the Sand City Police Department. Therefore Peace Officer Standard Training (POST) Certificate Pay shall be paid to Police Officers Association (POA) bargaining unit members who obtain Peace Officer Standard Training (POST) certification in a rate as set forth in a Memorandum of Understanding with the POA approved by City Council.
- B. Special Skills. Language:** It is acknowledged that the Police Department periodically has a need for police officers that can speak and write in a foreign language including but not limited to emergency situations. In Sand City with its Hispanic population, there are particular occasions when skills in the Spanish language are needed. In recognition of this need, the Sand City Incentive Program will provide additional compensation for the first three police officers that qualify under the City's process who can demonstrate adequate proficiency in speaking, listening and writing the Spanish language. The City may at its discretion choose to use an outside party (such as the Defense Language Institute in Monterey) to administer an entry test or annual reviews for officers to obtain eligibility and/or remain eligible for this incentive pay. Up to three regular police officers can be qualified for this additional incentive pay. Incentive pay for qualified Spanish language skills will be \$100 per month.
- C. Court/Callback Time.** There are occasions when Police Officers are required to appear in court on their scheduled time off. If a City Police Officer (or employee) is required to appear in court during times outside of their standard 40-44 hour work period, then a court time incentive allowance will be provided by the City as follows:
- For less than 3 hours of court time, a minimum of 4 hours of incentive pay will be paid
  - For 3 hours or more of court time, then the employee will be paid at time-and-a-half (1.5 X) of their regular pay schedule
  - If employee is called back on day off for mandatory meeting, etc. the employee will receive call back pay using the call back pay guidelines
  - If employee is called back after a full regular shift, then no additional call back pay will be paid.

NOTE: If a Regular Police Officer is not scheduled or will not be working a full 40-44 hour week schedule (because of vacation, sick leave, comp time off, etc.) during the week of the court appearance, then the court time will be paid at the regular salary schedule with an incentive allowance for at least a 4-hour minimum. If the required court time starts while the Police Officer is off duty but overlaps into the Police Officer's work schedule, then the officer will be paid time-and-a-half (1.5 X) for the court time outside of the standard work period and at regular pay scale for the time during the standard work period.

- D. Physical Fitness.** The value of physical fitness and exercise is generally recognized to increase the health and productivity of employees. The City will provide an incentive to improve and/or maintain the physical fitness for all regular employees and Council members.

Evidence must be provided of participation in a regular on-going physical fitness program to receive the following additional incentive allowance:

- A one-time initiation fee (if required by the physical fitness program) will be paid (upon submittal of invoice) to a maximum of \$100
- For the employee, a \$30 per month incentive will be provided
- For employee, and family, a \$60 per month incentive will be provided

### 5.16 Police Department Uniform/Equipment Allowance

#### **A. Uniforms.**

1. **Police Officers.** A City policy is necessary for specified equipment and uniforms that are required as a condition of employment for Sand City Police Officers. The City has required and set a standard for Police uniforms of distinctive design and color to identify the Sand City Police Officers. It is the Sand City policy that the annual uniform allowance for Sand City Police Officers would be \$83.33 per month (\$1,000 per year). For the first year of employment, the items listed below will be provided by the City.
2. **Reserve Police Officers.** All Level 1 Reserve Officers are required to work a minimum of 16 hours per month per post in order to be eligible for the Uniform Allowance and Fitness Benefit. Reserves can be used to cover shifts for officers who are on vacation, or sick, or in training. They may also be scheduled in order for the City to manage its business for reasons such as assisting with crime scene preservation, assisting officers with major investigations, or prisoner transports to the County Jail. Reserve Officers may be used during peak business hours when the volume of calls for service is greatest or during off hours when staffing is at its lowest. It is important that Reserve Officers be flexible when asked to cover various shift hours. The primary role of Reserve Officers is to meet the City's public safety requirements by augmenting full time, regular staff and filling in when needed. Retired Annuitants may not exceed 960 hours per fiscal year.

Reserve Officers can be assigned weekly or on pre-designated shifts through the Reserve Coordinator. The process for this will be as follows;

- a. Reserve Officers will submit a memo to the Reserve Coordinator by the first of each month showing dates and times they can work for the month

following the one in which the memo is submitted. For example, hours and dates available for the month of July should be submitted to the Reserve Coordinator by June 2. Officers who do not submit such a memo will be assumed to be unavailable. They will not be allowed to work during the month unless specifically called in by the Reserve Coordinator, Watch Commander or the Chief of Police.

- b. The Reserve Coordinator will log the dates and times on the calendar and make sure there is no unnecessary overlap of officers. This log will be posted by the 16<sup>th</sup> of each month prior to the month in which the schedule takes effect. For example, the memos referenced in 1 which were submitted on June 2 for work schedule in July would be used to generate the calendar for July which the Reserve Coordinator would post on or before June 16.
- c. If a Reserve Officer is unable to work a pre-designated shift posted on the calendar or subsequently assigned due to unforeseen changes, the Reserve Officer must notify the Reserve Coordinator or the Watch Commander as soon as possible to allow for another Officer to be assigned.

**B. Uniforms and Equipment Supplied.** To ensure uniform standards and consistency and to provide for better officer safety, the following Sand City Police Department uniform and safety equipment items are required for Sand City police officers and therefore are provided on the date of hire according to the following list:

**UNIFORMS:**

- (1) Ballistic Safety Vest, Level IIIA
- (1) Pants, navy blue
- (2) Short-sleeve shirts, wash & wear
- (1) Long-sleeve shirt, wash & wear
- (1) Night jacket, H&S "New Gear"
- (1) Handcuff case (double)
- (4) Keepers gunbelt straps
- (1) Mace holder
- (1) Baton ring
- (1) Straight baton
- (1) Radio holder
- (1) Ammo magazine pouch
- (1) Glove pouch
- (1) Sam Brown leather belt, 21/4"
- (1) Police class "A" hat
- (1) Clip on tie
- (1) High visibility vest

**EQUIPMENT:**

- (1) Glock G21 Gen 4 .45 ACP Semi-Automatic Pistol
- (1) Holster, triple safety
- (1) Pepper spray
- (1) Sand City Police Department badge, oval LA-style
- (1) Sand City Police Department cap badge
- (1) Sand City Police Department identity card
- (1) Finger print kit
- (1) Flash light, May brand rechargeable
- (1) Rain jacket
- (1) CPR mask
- (1) Gun cleaning kit
- (1) Citation book
- (1) MK-2 Tactical weapon light for HK duty weapon
- (12) Round magazines for duty weapon
- (1) Set shooting glasses and hearing protection
- (1) Copy City Personnel Manual

**5.17 Retirement Benefits.**

The City of Sand City is a participant in the State of California's Public Employees Retirement System (PERS). The City provides PERS retirement benefits to its eligible employees as specified by the City's contract with California PERS and PERS regulations.

**Section 6. Leave of Absence Provisions****6.01 Pay in Lieu of Time Off**

The City of Sand City has programs that allow employees to be absent from work while receiving their base rate of pay. Pay in lieu of time off will be considered only in extraordinary circumstances, and then, only when approved by the City Manager. Department head and supervisors are responsible for assuring that employees utilize vacation, sick and compensatory time in accordance with City policies and the police standard operating procedures manual.

**6.02 Vacation Time Off**

All regular employees assigned to work 40 hours or more per work week shall be entitled to accrue vacation. Employees on leave of absence (LOA) without pay or suspension without pay do not accrue vacation time unless required by law.

**A. Vacation Accrual.** (See [6.13] Regarding cap)

1. Full-Time Employees. Employees entitled to vacation shall accrue based on years of continuous service at the following rate:
  - a. First Through Fourth Year Service: 6.67 hours per month, or 80 hours per year.
  - b. Fifth Through Seventh Year of Service: 10 hours per month, or 120 hours per year.
  - c. Eighth through Ninth Year of Service: 12 hours per month, or 144 hours per year.
  - d. Tenth through Fifteenth Year of Service: 13.33 hours per month, or 160 hours per year.
  - e. Sixteenth through Nineteenth Year of Service: 16.67 hours per month, or 200 hours per year.
  - f. Twenty years or more: 20 hours per month, or 240 hours per year.
  
2. Method of Use. Vacation leave may not be taken in excess of the amount actually accrued and in no case may it be taken prior to the completion of six (6) months of service, except as otherwise authorized by the City Manager. The department head shall schedule and approve all vacation for employees, taking into consideration seniority, wishes of the employee, and departmental work loads. Authorization for vacation shall first be approved by the department head before submission to the City Manager.

**B. Vacation Scheduling.** Vacation leave is subject to approval of the department head or City Manager subject to the needs of the City to provide essential City services. Every reasonable effort will be made to accommodate employee requests for vacation leave. If a dispute over scheduling arises, the City Manager's decision will be final. Factors that will be considered in determining resolution of the conflict may include workload, performance, amount of time requested, time since last provided time off or other pertinent information.

**Police Vacation Scheduling.** Due to the safety sensitive nature of Police Officers, the City must closely regulate the time off and be able to flexibly respond to any emergency situations as well as situations that arise with only a few weeks' notice. Therefore, the following will apply to all requested vacations time off for Police Officers.

- a. No Vacation Time Off may be requested more than six (6) months in advance except for circumstances approved by the Chief of Police due to extraordinary situations, e.g. requirement to reserve accommodations more than six (6) months in advance. The Chief of Police may require proof of such requirement.
  
- b. No more than two (2) week increments may be planned at any one time unless pre-approved by the Chief of Police.

- c. Unplanned time off requested by an Officer will not be paid unless approved by the Chief of Police.
- d. No more than one person per platoon may be off at any time.
- e. December 10 through January 10 of each year will be declared a “blackout” time for vacation request. This season is very difficult to schedule due to many individuals asking for time to spend with family in a few weeks’ time. All requests for time off during this time will be handled separately from other requests for time off. Efforts will be made to accommodate everyone to have some requested time off for this period. Everyone requesting specific time off during this blackout period should request it as soon as possible, although not more than six (6) months in advance as noted above.
- f. In instances where there are conflicting requests for vacation time off, the requests will be resolved in this order:
  - 1. Discussion with all requestors to see if a compromise can be reached.
  - 2. First Come/First Serve — All individuals requesting within the same 48 hour period will be considered as requesting at the same time.
  - 3. Review of who had blackout times in previous years. Those who did not receive blackout date time off in the nearest time frame will be provided first opportunity to take vacation during the blackout period, among those requesting vacation during the same period.
  - 4. If none of the above results in a clear decision, the Chief of Police will determine the outcome of the conflict.

**C. Vacation Pay upon Separation.** Any employee who has accrued vacation or paid time off at the time the employee separates from employment shall be compensated for such accrued vacation based on the hourly equivalent of the salary received at the time of termination.

**D. Holidays During Vacation.** In the event one or more holidays observed by the City falls within the period an employee is on vacation, such day or days shall not be charged against the vacation accrual.

### 6.03 Sick Leave

#### A. Purposes for Sick Leave

Sick leave is paid leave from work that can be used for the following purposes:



- (a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or
- (b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) 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 his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

## **B. Terms of Sick Leave**

### **(a) Accrual & Carryover for Different Categories of Employees:**

Full time regular employees, probationary employees, seasonal/temporary or extra help, and employees in less than half-time positions are eligible to accrue sick leave as set forth in this policy.

- 1) All Full time regular and probationary employees who are not seasonal/temporary or extra help shall accrue eight hours of sick leave for each calendar month of paid status. Full time regular employee sick leave accrual shall be subject to the 800 hour accrual caps set forth in section 6.13 of these policies.
- 2) Part-time employees in less than half time position who are not seasonal/temporary or extra help will accrue sick leave at the rate of 1 hour per 30 hours worked up to a maximum of 48 hours in a year.
- 3) A seasonal/ temporary or extra help employee who works 30 or more days within a year from the commencement of employment with the City of Sand City ("City") accrues 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 a seasonal/ temporary or extra help employee stops earning sick leave once he or she has accrued 48 hours or 6 work days/ shifts, whichever is greater.
- 4) Accrued sick leave carries over from year to year.
- 5) Employees on leave of absence without pay or suspension without pay may not accrue sick leave until they return to work.

### **(b) Sick Leave Use**

An employee may use accrued sick leave, in a minimum increment of thirty minute increments to non-exempt employees, beginning on the 90th day after the first day of employment with the City, subject to the limits and request provisions in this Policy. Any fraction over a half-hour shall be charged to the next half-hour.

**(c) Protected Sick Leave:**

- 1) For full time employees who are not seasonal/temporary or extra help, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated in this Policy.
- 2) For Seasonal / temporary or extra help employees, up to 24 hours or three days (whichever is greater), of accrued and available sick leave each year is protected and may be used for any of the purposes stated in this Policy. The year is measured beginning on July 1, 2015, or the employee's anniversary of hire date, whichever is later.

**(d) Sick Leave Request:**

To request to use sick leave if the need for leave is foreseeable, an employee must give the 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.

**(e) Certification and Abuse of Sick Leave**

The City may require that employees who are not seasonal, temporary, or extra help, must provide a physician's certification to support any absence that involves the illness of the employee or family member if the City suspects that there is an abuse of sick leave by the employee.

All employees, including seasonal, temporary, or extra help, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

It is the policy of the City that sick leave should be judiciously used as appropriate (i.e. used for bona fide medical reasons). Sick leave should not be used or considered as leave time for "day off" purposes. Sick leave is a privilege granted to employees and abuse of this privilege will neither be tolerated nor condoned. Department heads and the City Manager will be

responsible for controlling the use of sick leave by employees, and may require physician's certifications consistent with state law and City policy. If the department head does not consider the evidence adequate, he/she shall disapprove the request for sick leave, and indicate on the proper forms that such absences shall be absence without leave and shall be uncompensated. Additional disciplinary measures, up to and including suspension without pay and/or termination of employment, may be imposed by the department head with City Administrator approval when any employee fraudulently obtains sick leave or abuses the sick leave privilege.

**(f) Sick Leave on Separation from Employment**

Unused sick leave 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.

**(g) Sick Leave Reinstatement:**

If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of 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.

**C. Sick Leave Restrictions.** An employee who is absent from work on sick leave or who is absent after requesting such leave shall not engage in work or other activities at any time which would be in conflict with the inability to report for work and to perform required duties. In no case shall an employee engage in any activity which would be detrimental to the ability to return to work.

**D. Sick Leave During Vacation.** An employee who is admitted to a hospital or confined to bed under medical orders while on vacation may have the period of illness charged to accumulated sick leave instead of vacation under the following conditions:

1. Immediately upon return to duty the employee submits to the department head a request for sick leave and a written statement signed by a recognized physician describing the nature and dates of illness and the period of disablement.
2. The department head recommends and the City Manager approves the granting of such sick leave.

**E. Sick Leave During Holidays.** Sick leave shall not be applied to absences which occur on a day designated as a City holiday.

**F. Sick Leave Without Pay.** On written request of the employee and recommendation of the department head, the City Manager may authorize a leave of absence without pay for the purpose of recovering from an illness or injury provided:

1. The employee has used all accumulated sick leave.
2. The employee furnishes to the department head a certification from a recognized physician stating the nature of the illness and an estimate of time needed for full recovery.

**G. Sick Leave Upon Resignation.** All Full Time Regular Employees leaving City service shall be compensated for accrued sick leave (up to 800 hours), at their current regular salary rate. Part time and temporary employees will not receive Paid Sick Leave payouts, but any balance will be reinstated if the employee returns to City employment within a 12 month period.

**H. Return from Sick Leave.** After three days of sick leave taken, employees may be required to submit an appropriate medical release upon return to work.

**I. Coordination with the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA).** If an employee is considering the use of sick leave to care for a dependent, she/he should seek the guidance from the Director of Administrative Service's office regarding coordination with CFRA and FMLA.

**J. Coordination With Worker's Compensation.** An employee receiving temporary disability payments under the Worker's Compensation Laws, may use accumulated sick leave in order to continue to maintain up to a maximum of 100% of his/her regular income. Under such circumstances, the employee shall be paid the difference between his/her full salary and the disability payments received. Accumulated sick leave shall be charged in proportion to the amount of the full salary paid to the employee by the City during such period of disability. Payments for permanent disability are to be retained by the employee, if ruled by State Compensation Insurance Fund that such awards by the Commission are recompense for the permanent disability suffered by the employee.

Part-time and temporary employees are covered by and shall receive the benefits provided by the Workers Compensation Insurance Plan of the City in addition to the Paid Sick Leave benefits provided as noted above, but shall not be eligible for any other benefits as may be provided by this section.

**K. Paid Time Off Emergency Leave Pool Donations.**

- 1) When a catastrophic event of illness occurs which effects an employee and said employee needs to take additional time off from work and has or will exhaust his accumulated paid time off (PTO) personal bank, other employees may donate a portion of their accumulated PTO to the eligible employee, subject to the policy addresses below. For the purposes of this policy, "catastrophic, event or illness" will be interpreted to mean an

illness or event which is monumental, unusual, unexpected and immediate in nature and which is expected to preclude an employee from returning to work for an extended period of time.

(2) To be eligible to receive catastrophic leave, the employee must:

- Be an active full-time employee
- Have exhausted all leave balances
- Have provided notification to their supervisor that a catastrophic event or illness affecting the employee occurred.

(3) Full-time City employees will be able to donate a minimum of eight hours accumulated paid time off to an employee affected by a catastrophic illness or injury.

(4) All employees must fully understand the voluntary nature of the contribution. It is the responsibility of the Director of Administrative Services to ensure this is clear to any employee wishing to contribute. Confidentiality for both donors and the recipient is of paramount importance. The names of the donors will not be made available to the recipient and the nature of the need by the recipient shall not be disclosed.

(5) Payments will be made on a monthly wage replacement basis. That is, the recipient will receive the leave donation as if he/she had not exhausted his/her leave balance. Donated leave will be transferred to the employee's sick leave bank to be utilized as if the leave had been accrued at the recipient's rate of pay.

#### **L. Procedure.**

(1) Potential Recipient requests will be made to the City Manager. The City Manager will discuss the request with the appropriate department head to verify the potential recipient's time-off bank and evaluate the request based on the policy contained in this section. The City Manager will make a final, non-appealable decision to determine if the donation process should proceed.

(2) Donation pledge forms will be made available for a designated period of time. The donation forms will include a statement informing the potential donor that all unused donations will be returned to the donor on a pro-rated basis.

(3) Following receipt of the completed forms, the Human Resources Specialist shall: (a) verify that the donated time is available for the designated pay period; and (b) determine each donor's dollar amount of contribution.

(4) The Human Resources Specialist will determine the number of hours to be credited to the recipient's vacation and/or sick leave balance and determine the recipient's adjusted pay.

(5) The payroll staff will deduct the donated hours from each donor's vacation and/or sick leave balance and add the appropriate hours to the recipient's balance.

The City reserves the right to modify or terminate this policy and any individual donation program as it deems necessary.

#### 6.04 Bereavement Leave

Bereavement leave will be granted for the necessary absence from duty by an employee having a regular or temporary appointment because of death of a member of the immediate family. For the purposes of this section, the immediate family of an employee shall include his/her spouse, domestic partner, and the following relatives: children, parents, brothers, sisters, grandparents and grandchildren of the employee or the employee's spouse.

- A. Maximum Allowed.** Such leave shall be limited to three (3) working days per calendar year or a total 24 hours whichever is less. Bereavement leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave.
- B. Additional Time Off.** Additional time off in excess of three (3) days may be taken by an employee with prior approval of the department head and the City Manager.

#### 6.05 Jury Duty and Subpoenaed Witnesses

No deduction shall be made in the salary of an employee who serves on a jury or is subpoenaed to testify in a judicial or quasi-judicial proceeding as a material or expert witness. Employees subpoenaed to appear pursuant to an official subpoena shall immediately notify the department head in writing. Employees serving jury duty or called as witnesses must return to work if they are released for a half day or more from such duty.

All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service or court. The time spent on jury duty is not work time for purposes of calculating overtime compensation. The City will offset from pay the amount the employee receives from the Court for jury fees.

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties. The City will offset from this amount, the pay the employee receives from the Court for jury fees.

## 6.06 Crime Victim Leave/School or Licensed Day Care Leave/Victim of Domestic Violence/ Sexual Assault/Stalking Leave

**A. Crime Victim/ Victim Family Member Court Attendance Leave.** Any employee, including a temporary, seasonal, or extra help employee, who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the City a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the City, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

**B. Crime Victim/ Family Member Victims' Rights Proceedings Leave.** Any employee, including a temporary, seasonal, or extra help employee, who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the City within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

**C. Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Restraining Orders or Injunctive Relief.** Any employee, including a temporary, seasonal, or extra help employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The

leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave, accrued vacation or paid leave, or compensatory time off.

**D. Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Medical Attention or Counseling or Safety Planning .** Any employee, including a temporary, seasonal, or extra help employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the City within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

**E. School or Licensed Day Care Activity Leave .** Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency.

The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave or compensatory time off.

The employee must provide documentation from the school or licensed child care facility as verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody of the child work for the City at the same City work site, only the first parent requesting will be entitled to leave under this provision.

**F. Child Suspension Leave.** Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor. A school has the authority to request that the parent attend the child's school if the child has:



committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

#### 6.07. Paid Administrative Leave.

The City has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the City Manager has determined that the employee's and/or City best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

#### 6.08. Leave of Absence Without Pay.

Unless authorized by law, contract or a City policy, an employee is not entitled to a leave of absence without pay. Upon recommendation of the department head, the City Manager may grant an employee a leave of absence without pay in cases of emergency or for other reasons where such absence would not be contrary to the best interests of the City. Such leave is not a right, but a privilege. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and approval must be in writing.

A leave of absence under this Section shall be a leave without pay - Unless required by law, regular salary and entitlement to all benefits are discontinued.

1. Unless required by law, the City will not maintain contributions toward group insurance or retirement coverage for the employee on such leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.
2. The length of the leave shall depend on the merit of the individual case, but such leave shall not exceed twelve (12) months duration.
3. Other than for the purpose of extending sick leave or maternity leave, no leave of absence without pay will be granted unless the employee has first used all accrued PTO and compensatory time off. Should an employee terminate while on leave of absence without pay, any compensation due the employee will be computed on the base rate of pay received at the time the employee began the leave of absence.
4. An employee is encouraged to give two (2) weeks' notice prior to the date on which he/she will return to work.

## 6.09 Military Leave

- A. Leave of Absence.** Military leaves of absence will be authorized in accordance with State and Federal law. For the purpose of this policy, recognized military service shall mean full-time service by a person in the armed services during a national emergency or State militia emergency. Employees must submit written verification from the appropriate military authority specifying the dates, site and purpose of the activity or mission. Whenever possible, the employee shall notify the department head of such leave request at least ten (10) working days in advance of the beginning date of such leave.
- B. Non-accrual of Certain Benefits.** Employees on military leave are entitled to the same benefits provided to employees on other leaves. During the leave, the employee may elect to pay the premiums, maintain the insurance, and contribute to any pension as if the employee had not gone on leave. The premiums must be paid in advance to the City, on a monthly basis.
- C. Reinstatement of Employees.** The City will reinstate employees returning from military leave to their same position or one of seniority that they would have attained with reasonable certainty had they not gone on leave, and:
1. Has a certificate of satisfactory completion of service;
  2. Applies within ninety (90) days after release from active duty or within such extended period, if any, as their rights are protected by law; and
  3. Are qualified or with reasonable effort, are able to re-qualify to fill his/her former position.
- D. Temporary Active Duty.** An employee who has more than twelve months service with the City and who is on temporary active military duty (TAD) ordered for the purposes of active military training, encampment, naval cruises, special exercises, or like activity shall be on leave with pay for the first thirty (30) days of such leave provided the temporary military duty does not exceed one hundred eighty (180) calendar days including time spent going to and returning from the duty. Inactive duty, such as scheduled reserve drill periods, is not to be considered as active military duty and does not qualify. Leave with pay shall not exceed thirty (30) calendar days in a fiscal year.

## 6.10 Medical Leave - Non-Occupational

- A. Non-Occupational Work.** Employees who are temporarily unable to work due to a personal illness; non-occupational injury; pregnancy, child birth, or a medical

condition related to pregnancy or childbirth, will be granted a medical leave of absence if qualified in accordance with the California Family Rights Act (CFRA) and the Federal Family Medical Leave Act (FMLA).

- B. Payroll Status.** An employee who is granted a medical leave of absence must utilize all accrued sick leave, if any, during the initial period of the leave. Vacation, and any other accrued compensatory time off or other paid time off may be used at the discretion of the employee and with the approval of the City Manager, during the initial period of the leave or after the employee has exhausted all sick leave. Any portion of a leave that occurs after all sick leave, vacation and compensatory time off have been exhausted shall be without pay.
- C. Notification To City.** An employee who plans to take a medical leave must provide the City with reasonable notice, in writing, of the date the leave will commence, the estimated duration of the leave, and the expected date of return to work. In instances of other than medical emergencies, the City anticipates receiving thirty (30) days notice in advance of the date the leave is to begin and the estimated date upon which the employee will return to work. When an unplanned medical condition or emergency occurs that does not allow the employee to provide advance notification of the need for medical leave, the employee must notify the City of the situation at the earliest possible time. The City may require periodic confirmation of the need for continued leave. Notice must also meet the requirements set forth for particular leaves as specified in these policies (i.e., Absence because of Pregnancy, Childbirth, or Related Medical Condition, FMLA/CFRA leave.)
- D. Return To Work.** Employees returning to work after a medical leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties. Should the health care provider indicate physical limitations upon return to work, such limitations must be discussed with and approved by management. We are committed to engaging our employees in ongoing, meaningful dialog regarding modifications at work. Subject to any exceptions permitted by law, an employee shall be restored to his/her former position and will resume accrual of benefits in effect before the medical leave provided he/she returns to work on or before the end of the authorized leave period. If the period of leave is not established or if it differs from the originally agreed.

#### 6.11 Medical Leave – Non-Occupational; Absence because of Pregnancy, Childbirth, or Related Medical Condition.

An employee who is disabled by pregnancy, child birth, or a related medical condition and is unable to perform the essential functions of her job, is entitled to an unpaid leave for up to four (4) months. 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 leave. Pregnancy disability leave may be taken intermittently, or on a reduced hours schedule, as medically advisable. Such leave requests will be made and evaluated in accordance with all applicable federal and state laws. If you are also eligible for a Family Medical Leave Act, the leaves will be simultaneous.

The request for pregnancy disability leave must be supported by a written certification from the attending physician stating 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.

Pregnancy disability leaves are without pay. An employee disabled by pregnancy, child birth, or a related medical condition must use any available paid sick leave time at the start of the leave. Once sick leave is depleted, the employee may elect to use accrued vacation time or other accrued paid leave during the period of time which she takes pregnancy leave,. The employee may elect to use other available leave payment programs.

Subject to the terms, conditions, and limitations of the applicable plans, an employee on pregnancy disability leave will continue to receive any group health insurance coverage that the City 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. The City will continue to pay health insurance premiums (and dependent coverage as applicable) at the same level as before the leave began, and in accordance with the requirements of Pregnancy Disability and Family Medical Leave Act. After that time, the employee is responsible for the full costs of these benefits if you wish coverage to continue (see COBRA policy).

**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.

**Reinstatement:** Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave. When you return from the leave, benefits will again be provided by the City according to the applicable plans. If you do not return to work from an unpaid Pregnancy Disability Leave, or return for less than 30 days and then resign, the City requires you to reimburse the City the amount it paid for your health insurance premium during the leave period unless the reason for

the failure to return is the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act, a health condition that entitles the employee to additional leave under this section, or a circumstance beyond the employee's control.

Apart from medical disabilities associated with pregnancy and/or childbirth, requests for additional time off will be considered in the same manner as any other request for an unpaid personal leave with the exception of requests that meet the requirements for Family Medical Leave Act/California Family Rights Act, as described in this policy, and consistent with other applicable state or federal law.

Sick and vacation time, and holidays do not accrue while an employee is on unpaid pregnancy disability leave.

If the employee's original position is no longer available, the employee will be assigned to a comparable, open position.

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 in accordance with these Policies.

## 6.12 Medical Leave - Work Related Industrial Injury Leave

- A. Work Related Leave Industrial Injury Leave.** Employees, other than those covered by Labor Code section 4850, who are absent from work by reason of an injury or illness covered by Workers' Compensation, shall continue in pay status under the following provisions. The City will grant workers' compensation industrial injury leave in accordance with state law if an employee incurs an occupational illness or injury. As an alternative, the City may offer an employee temporary modified work in accordance with state and federal law.

A leave of absence for a work-related industrial injury will be extended to the employee for the duration of the work-related injury. Employees working during the introductory period will be given credit for any portion of the introductory period completed prior to the commencement of the leave of absence. During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

Benefits paid during a leave of absence for a work-related industrial injury will be coordinated with workers compensation benefits. When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation

and the employee's regular pay will be deducted from the employee's accumulated sick leave, vacation, personal holidays, and compensatory time, if any. The employee will continue in pay status and receive his or her pay until his/her accumulated sick leave, and authorized compensatory time, personal holidays and vacation days, have been depleted to the nearest hour.

Any employee subject to this Policy who depletes his or her accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.

Leave due to industrial injury will be classified as Family & Medical Leave Act (FMLA) /California Family Rights Act (CFRA) if the injured employee is otherwise qualified for Family Medical Leave Act/California Family Rights Act and consistent with City policy and State and Federal law (see policy).

Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums (and dependent coverage as applicable) will continue to be paid by the City to the same degree it was provided before the leave began in accordance with the Family Medical Leave Act/California Family Rights Act policy or, for employees not yet eligible for Family Medical Leave Act/California Family Rights Act, for up to 12 weeks. At that time you will become responsible for the full costs of these benefits if you wish coverage to continue (see COBRA policy). When an employee returns from the leave, benefits will again be provided by the City according to the applicable plans. In some instances, the City may recover premiums it paid to maintain health coverage if you do not return to work following your workers' compensation injury leave.

The City will retain employees on an extended leave of absence for work-related injuries until one of the following situations occurs:

1. The employee is released by a physician for full duty.
2. The City receives notice that the employee' will be permanently unable to return to work.
3. The employee directly or indirectly informs the City (i.e., by accepting other employment, moving out of the state, etc.) that he/she does not intend to return to the City's employ.
4. The City has made an industrial disability retirement determination.

**B. Return To Work Status.** An employee who returns to work at the end of his/her leave of absence will be returned to his/her former position, if possible, or will be offered the first available opening in a comparable position for which he/she is

qualified. Upon submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. Should the physician indicate physical limitations upon return to work, such limitations must be discussed with and approved by management.

### 6.13 Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

**A. Purpose:** The purpose of this policy is to implement the provisions of the California Family Rights Act of 1991, as amended, and the Family and Medical Leave Act of 1993. Where there are differences between the State and Federal acts the more generous requirements prevail. If any provisions of this policy are inconsistent with the State and Federal acts and their enabling regulations the acts and regulations shall supersede this policy. It is the policy of the City of Sand City to grant or designate up to 12 weeks of leave pursuant to the Family and Medical Leave Act (FMLA) during any 12-month period to eligible employees. An employee may take leave in 12 consecutive weeks, may use the leave intermittently (periodically, as needed), or under certain circumstances may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

The City will not interfere with, restrain, or deny the exercise of any right provided by this law, or discharge or discriminate against any employee because of involvement in any proceeding related to Family Medical Leave Act/California Family Rights Act. All Family Medical Leave Act/California Family Rights Act leaves of absence will be administered in accordance with applicable federal and state laws.

Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions. Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the City will run each employee's FMLA and CFRA leaves concurrently.

**B. Definitions:** The following definitions apply throughout this policy.

"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.

"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.

"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, or using telephones and directories.

“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.

“Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.

“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 sufficient.

“Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves the following:

- 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
- 2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
  - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - i. Treatment two or more times by a health care provider, by a nurse or physician’s 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
    - ii. Treatment by a health care provider on at least one occasion which results in



a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

- 3) Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a "serious health condition" only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (*See Policy on Leave Because of Pregnancy, Childbirth, or Related Medical Condition.*)
- 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - iii. May cause 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.
- 5) A period of incapacity that 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 health care provider.
- 6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
  - (a) "Health Care Provider" means:
    - 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in 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, which directly treats or supervises treatment of a serious health condition;
- 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 6) Any health care provider from 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.

(b) "Covered active duty" means:

- 1) in the case of a member of a regular 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 specified provisions.

(c) "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.

(d) "Outpatient Status" means, with respect to a covered servicemember, 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.

(e) "Next of Kin of a Covered Servicemember" means the nearest blood relative 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 his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

(f) "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 service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

**C. Types of Leaves Covered:** Leave under Family Medical Leave Act/California Family Rights Act is only permitted for the reasons listed below.

The birth of a child or to care for a newborn of an employee; placement of a child with an employee in connection with the adoption or foster care of a child;

Leave to care for a child (defined to include child of spouse or domestic partner), parent (including parent of a spouse or domestic partner), spouse, or domestic partner who has a serious health condition;

Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;

Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation (This is a FMLA leave and not a CFRA leave); or

Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; 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. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (This is a FMLA leave and not a CFRA leave.)

**D. Employees Eligible For Leave:** An employee is eligible for leave if:

- (1) The employee has been employed by the City for at least 12 months; and
- (2) The employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and

An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child’s birth, adoption or foster care placement, so long as the leave is concluded within 12 months of the birth and/or placement of the child (CFRA provides this leave specifically although it does not cover disability due to pregnancy); if:

- (1) The employee has been employed by the City for at least 12 months, or 52 weeks. The 12 months, or 52 weeks, need not have been consecutive, but must have been within 7 years of the date the leave is to begin under FMLA.; and
- (2) The employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- (3) The City directly employs at least 20 full or part-time employees within a 75-mile radius.

## E. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) 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.

## F. Minimum Duration of Leave

- (a) 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 less than two weeks duration on any two occasions.
- (b) If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

## G. Parents Both Employed by the City

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding 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 both parents of a covered servicemember are employed by the City and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.

## H. Employee Benefits While On Leave

**(1). Group Health Insurance During Unpaid Leave:** Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the City's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job (or up to 26 weeks for Service Member Family Leave). If the employee is disabled by pregnancy, coverage will continue up to four months each leave year.

If an employee disabled by pregnancy subsequently uses leave under the CFRA for baby-bonding, the City will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and also during her CFRA bonding leave (up to 12 weeks).

Any employee share of health insurance premiums which are normally paid by the employee prior to when the Family Medical Leave Act/California Family Rights Act (including dependent premiums) leave begins, must continue to be paid by the employee during the leave or insurance

benefits may be discontinued. An employee who fails to make any payment of his or her premiums as described in this paragraph will be required to reimburse the City for any of those payments that may have been made by the City. If the employee chooses not to return to work for reasons other than a continued serious health condition, or fails to work 30 calendar days once returning from leave, the City will require the employee to reimburse the amount it paid for the employee's health insurance premium during the unpaid portion of the leave period.

**(2). Benefit Plans Not Provided through the City's Group Health Plan Continue During Unpaid Leave:** While on unpaid leave, employees will continue to be covered by the City's benefits plans that are not part of its group health plan for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job.

**(3). Payment of Premiums:** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The City will inform the employee whether the direct payments for premiums should be paid to the carrier or to the City, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.

**(4). Recovery of Premium if the Employee Fails to Return from 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.

**(5). Other Fringe Benefits during leave.** Fringe benefits (such as vacation, sick time, and holidays) are not earned during unpaid leave. However, upon return from Family Medical Leave Act/California Family Rights Act and/or PDL, the employee will resume the accrual schedule at the same level and under the same conditions as if he or she had continued to work.

When available, employee benefit plans, such as pension and retirement plans and supplemental unemployment benefit plans are provided under the same conditions as apply to unpaid leave taken for purposes other than Family Medical Leave Act/California Family Rights Act.

With respect to retirement plans, and including pension plans, any period of unpaid Family Medical Leave Act/California Family Rights Act leave shall be treated as a break in service and will not be considered as credited service for purposes of benefit accrual, vesting and eligibility to participate. Also, if the plan requires an employee to be employed on a specific date in order to be credited with a year of service for vesting, contributions or participation purposes, an

employee on unpaid Family Medical Leave Act/California Family Rights Act leave on that date shall be deemed to have been employed on that date.

**(6). Seniority Status.** Leave shall not constitute a break in service for seniority or any employee benefits. An employee on probation will have the probationary period extended by the length of time on leave.

### **I. Use of Vacation and Sick Time**

Although family and medical care leave is unpaid, an employee may elect and the City will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

### **J. Employee's Right to Use Paid Accrued Leave 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 must use all available sick leave concurrently with family and medical care leave for the employee's own serious health condition. An employee may use all or a portion of available sick leave concurrently with family and medical care leave for the employee's parent, spouse, domestic partner or child.

### **K. City's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave**

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

(1) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and

(2) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner.

The following table summarizes City policy with regard to paid vacation and paid sick leave use by the employee.

Type Of Leave	Vacation Pay Benefit	Sick Time Benefit
PDL*	May use all available	Must use all available
Bonding (Baby/Adoption! Foster Care)*	May use all available	N/A
Family Care or Service Member Family Leave*	May use all available	May use all available
Employee's Serious Health Condition*	Must use all available	Must use all available
Qualifying Military Exigency	May use all available	N/A

**\*Please Note:** If the employee is eligible for benefits from any disability insurance, such benefits from the applicable plans will be coordinated with the Family Medical Leave Act/California Family Rights Act leave. The Director of Administrative Services can assist in helping employees understand how these benefits work together.

**L. 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 purpose which also qualifies under both the FMLA and CFRA, the City will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for peace officers who are on paid industrial injury leave.



### **M. City's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning 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 require the employee to exhaust accrued leave as described above.

### **N. Medical Certification/Recertification**

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 his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her 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, domestic partner or a spouse 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, or spouse, 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 or spouse. 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) Servicemember Serious Injury or Illness (FMLA only):** 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 (FMLA only):** The first time an employee requests FMLA 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 regulations.

#### **O. Time to Provide a Medical Certification**

When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical 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.

#### **P. 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 in this Policy, the City may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

#### **Q. City Manager's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition**

**(1) Complete and Sufficient:** The employee must provide a certification for his or her 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 HR Specialist 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.

**(2) 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 HR Specialist 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 who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The HR Specialist may not ask for additional information beyond that required on the certification form.

#### **R. 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 final and 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.

#### **S. 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 for his or her own serious health condition, or to care for an immediate family member with 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. The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

#### **T. 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 verbal or written 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 day(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. 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.

#### **U. Reinstatement Upon Return From Leave**

**(1). Reinstatement to Same or Equivalent Position:** 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 benefits and pay. 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.

**(2). Date of Reinstatement:** The employee shall cooperate with the City in scheduling his/her date to return to work, and, whenever possible, shall give the City at least thirty (30) days advanced notice of availability. 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, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

**(3). Employee's Obligation to Periodically Report on His/Her Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return. While on leave, employees are requested to report periodically to the Director of Administrative Services regarding the status of the return to work date, and his or her intent to return to work.

**(4). 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 his or her 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. Should the health care provider indicate physical limitations upon return to work, such limitations must be discussed with and approved by the City Manager. We are committed to engaging our employees in ongoing, meaningful dialog regarding modifications at work.

**V. Reinstatement of "Key Employees":** 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.

## **W. Required Forms**

Employees must complete the following, and other applicable forms to receive family and medical care leave. The forms may be found by contacting Human Resources Specialist.

- (1) Request for Family Care or Medical Leave.
- (2) Medical certification for the employee's own serious health condition or for the serious health condition of a family member.
- (3) Return to work medical release.

X. Employees are encouraged to seek additional information from the Human Resources Specialist regarding leaves under this policy.

#### 6.14 Time Off to Vote

Employees who are registered voters may request time off to vote at an election if the employee does not have sufficient time outside of his/her regular working hours to vote. The employee may, without loss of pay, take up to two (2) hours of time off to vote. The time off for voting shall be only at the beginning or the end of the regular work shift, whichever allows the most free time to vote and the least time off from work. The employee shall give his/her supervisor at least two (2) working days' notice of the need for time off to vote.

#### 6.15 Administrative Leave

The City Manager receives (100) hours of administrative leave, and department heads receive fifty (50) hours of administrative leave. The purpose of this leave is to recognize and compensate these employees for performing services over and above normal duty hours for which they do not receive overtime payment. This leave may not be accumulated from year to year and if not used by the employee's anniversary date is to be paid to the employee as salary at his/her normal hourly rate.

#### 6.16 Limitations (Cap) on Accumulated Paid Time Off

In order to promote the philosophy of providing the needed time away from a job and also maintain sound fiscal policy, there is a cap on accumulated paid time-off of all kinds (vacation, sick and compensatory time) of 800 hours that may be carried to the next calendar year. If an employee ends the calendar year with hours in excess of this amount, the City of Sand City will pay out any excess amount. Hours will be paid first from the compensatory time bank, second from the vacation leave bank and ultimately from the sick leave bank in order to bring the employee hours down to the maximum total allowed of 800 hours.

#### 6.17 Partial Payout of Accumulated Paid Time Off, under the 800 Hour Cap unless otherwise provided

Periodic payout of accumulated paid time off may be permitted, subject to the discretion of the City Manager, based on special financial circumstances of a requesting employee. Furthermore, the payout shall only be allowed provided that the subject employee maintains a paid time off sick leave balance of no less than one hundred and twenty (120) hours. This payout may not be requested more than twice per fiscal year.

## Section 7. Grievance Procedure

### 7.01 Purpose.

The purpose of the grievance procedure is to promote improved relations between parties concerning the interpretation or application of policies and procedures. This procedure is intended to settle problems, resolve concerns, and correct causes for dissatisfaction in an orderly and systematic way.

Communication is a two-way street. It is the responsibility of the City and each City employee to work toward an employment relationship grounded in openness, honesty, professionalism and mutual respect.

### 7.02 Filing a Grievance.

Except in cases as determined by the City Manager in his or her sole discretion to be inappropriate, the grievance procedure applies to all employees from the first day of employment until 5 calendar days following separation from employment. Under no circumstance may a grievance be filed by an employee separated during the initial 180 days of employment. The following procedure applies unless: the employee is covered by a grievance procedure in a memorandum of understanding; another dispute resolution procedure applies to the dispute; or a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation.

An employee with a complaint is encouraged to discuss the matter with his/her immediate supervisor in an attempt to resolve the issue. If a resolution is not reached, the employee will put the grievance in writing and present it to the department head.

### 7.03 Formal Grievances

- A. Order of Filing. When a grievance cannot be resolved informally, the employee may file a formal, written grievance using the following order of filing:
1. Supervisor
  2. Department head
  3. Independent investigator (appointed by City Manager in consultation with the City Attorney)
  4. City Manager

- B. When a Grievance May be Filed. A grievance must be initiated within 30 calendar days after the event or action which gave rise to the complaint, or five calendar days following separation from employment.
- C. Contents of Grievance. The formal, written grievance shall contain all of the following information.
1. Identity of the aggrieved or concerned person;
  2. A factual description of the specific nature of the grievance or concern;
  3. The date, time and place of its occurrence;
  4. A statement of the rule, law, regulation or policy alleged to have been violated, improperly interpreted, applied or misapplied;
  5. The steps taken to secure resolution, including the date of informal discussion;
  6. The corrective action desired.
- D. Grievance Response Schedule. The aggrieved employee shall receive a timely response to a complaint at all levels of the procedure and may expect a written answer within 10 working days at each level of filing. The aggrieved employee must appeal the grievance to each successive level within 10 working days of receipt of the previous response, if not satisfied. Each step of the procedure must be completed before appeal to the next level. If a satisfactory solution to a grievance can be achieved at any time in the course of a formal procedure, the procedure will be discontinued or considered completed.

The City Manager shall determine when such efforts have begun and will track the stages of appeal and determine when the process is concluded.

- E. Final Decision. The decision of the City Manager is final. Further recourse must be pursued through the arbitration process or the legal system. However, prior to arbitration or legal action, the grievance will be reviewed by the City Council Budget and Personnel Committee for a final determination of the City's position. If the Budget and Personnel Committee decides to modify the City Manager's decision, the employee will be notified of the City's revised position.
- Should the aggrieved employee still not be satisfied with the decision of the Committee, the matter shall be arbitrated in accordance with Section 7.03 Appendix I of this manual, if applicable. Nothing in this section is intended to abrogate the Public Safety Officers Procedural Bill of Rights.

#### 7.04 Written Records of Grievances

All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personal history file of any of the participants.

### 7.05 Freedom from Reprisal

An employee filing a grievance in conformity with this policy shall have freedom from reprisal.

### 7.06 Failure to Act

If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should management not respond within the prescribed time, that action shall be considered to be a denial and the grievance shall proceed to the next step.

## Section 8. Resignation, Job Abandonment, Layoff, and Separation

### 8.01 Types of Separation

All separations of employees from positions in City employment are designated as one of the following types:

- Voluntary Separation
- Probationary Release;
- Release of temporary/ seasonal/ extra help employee;
- Resignation;
- Retirement;
- Job abandonment;
- Layoff;
- Non-disciplinary separation;
- Disciplinary separation.

### 8.02 Voluntary Separations

A voluntary separation is a resignation initiated by the employee. An employee is expected to give written notice of his/her intention to terminate employment at least two (2) weeks prior to the separation date. The written notice must contain:

- The date the notice is given.
- The date the resignation becomes effective.
- The reason for the separation.

Employees who fail to give proper notice of voluntary separation may not be considered for reemployment unless the circumstances requiring separation were such that the lack of two weeks' notice was justified.

When a voluntary resignation is accepted, it is assumed that the employee is not available for work beyond the effective resignation date. Once a resignation is accepted, no time off



will be granted with the exception of documented illness and family emergencies and holidays.

**A. Introductory/Probationary Employee Release.** Introductory employees serving in their initial probationary period with the City may be released at any time during the probationary period as recommended by the City Manager, without cause or reason or notice. A released probationary employee has no right to appeal or to submit a grievance.

**B. Release of Temporary/Seasonal/Extra Help Employees.** A temporary/ seasonal/ extra help employee may be separated at any time, without cause, and without right to any appeal or grievance.

**C. Resignation.** An employee who wishes to resign his or her City employment in good standing must submit written notice of resignation to the City Manager or Department Director at least ten workdays prior to the planned separation date. The written notice must state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with the City. A resignation becomes final when the Department Director or City Manager accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the Department Director/City Manager even if it is submitted less than ten days prior to the planned resignation date.

**D. Retirement.** An employee planning to retire may provide a written notice to the City Manager prior to the effective date of the retirement. A notice of retirement becomes final when the City Manager accepts the notice of retirement in writing. Once a notice of retirement has been accepted, it is final and irrevocable.

**E. Job Abandonment.** An employee is deemed to have resigned from his/her position if he or she is absent for five consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at his or her 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 City Manager 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 to the City. No employee separated for job abandonment has the right to a post-separation appeal.

**F. Layoff.** Whenever, in the judgment of the City Council, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

**G. Order of Layoffs.** Employees will be laid off in the inverse order of their seniority in their classification in the department. Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department. Length of employment includes all days of employment in attendance at work and on authorized or legally-protected leaves of absence. Length of service does not include unauthorized periods of leave or suspension or layoff. Within each classification, employees will be laid off in the following order: temporary; part-time; probationary; and for-cause status. If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.

**H. Notification of Layoff.** Employees to be laid off will be given 21 calendar days' notice of layoff.

**I. Displacement.** For-cause employees who are noticed for layoff and who have held for-cause status in a lower classification within the same classification series in the same department, may displace employees in the lower classification provided that the employee seeking to displace has greater length of employment in the lower classification than the incumbent in the lower classification. Employees in lower classifications will be displaced in inverse order of their length of employment in the classification. Any employee who seeks to displace another must provide the City Manager with written notice no later than five working days after the date of the notice of layoff.

**J. Transfer.** If the City Manager determines that a for-cause employee who is subject to layoff is qualified to perform the duties in a vacant position, the employee will receive a written notice of option to transfer in lieu of layoff. An employee who does not accept a transfer within 10 days after the date of the written notice, forfeits the option to transfer. An employee who accepts a transfer will be paid the rate applicable to the position into which he or she transfers.

**K. Appeal.** An employee who has been noticed for layoff, and who has any questions or concerns about the layoff decision or process may make an appointment to be heard by the Personnel Committee for an informal pre-layoff review. The employee must request this appeal in writing within five work days from the date of the notice of layoff. The decision of the Personnel Committee is final.

### 8.03 Involuntary Separation

An involuntary separation is initiated by City Manager, except as otherwise provided by law (e.g., the Public Safety Officers Procedural Bill of Rights). Possible reasons for involuntary separation, can include, but are not limited to:

- A. Disobedience of instructions or orders of a supervisor, or serious insubordination.
- B. Theft or unauthorized removal of City property from the premises.
- C. Unauthorized possession of City property away from the premises.

- D. Theft or unauthorized possession of private property.
- E. Conviction in a court of law of a serious criminal offense.
- F. Misconduct or behavior on or off the job which discredits the City's reputation, or adversely impacts an employee's ability to effectively perform his or her duties for the City.
- G. Failure to perform work assigned.
- H. Misuse of intoxicants or narcotics.
- I. Falsification of records.
- J. Refusal to cooperate with supervisors in the carrying out of their responsibilities to the City.
- K. Excessive absenteeism or abuse of sick leave privileges.
- L. Excessive tardiness.
- M. Unauthorized absence from work.
- N. Unauthorized disclosure of confidential, personal, medical, and financial information.
- O. Violation of City policies, procedures and rules.
- P. Working with an invalid license or credentials required for the position.
- Q. Abusive or inconsiderate treatment or harassment of citizens, suspects, people in custody, co-workers or anyone associated with the City.
- R. Solicitation of or accepting unauthorized gratuities, bribes or remuneration for performing City-related duties.
- S. Possession of firearms or other weapons on City property except for authorized personnel.

Employees who separate either voluntarily or involuntarily are not guaranteed any ability to return, but may apply for future openings. All candidates considered for such openings will be evaluated based on the requirements for the position and the best candidate will be selected regardless of previous employment status with the City.

**Non-Disciplinary Separation (Inability to Accommodate).** Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect. Any for cause employee has the opportunity for a post-separation appeal as described in Policy \_\_\_\_, Causes for Discipline and Procedures.

**Disciplinary Separation.** A for cause employee may be separated for disciplinary reasons pursuant to the policy and procedures in Policy \_\_\_\_, Causes for Discipline and Procedures.

#### 8.04 Return of Equipment

All equipment, uniforms, supplies, keys, photo I.D.'s and business cards issued by the City must be returned by the employee to the supervisor prior to final departure. Employees will certify that all City property, including keys, in their custody has been returned to the City immediately upon request or upon separation of employment. The City may take all action deemed appropriate to recover or protect its property. City property that is not returned may be reported to the appropriate authorities as stolen property.

#### 8.05 Job References/Verification of Employment.

All reference inquiries and verifications of employment must be referred to and approved by the City Manager. Unless the City Manager receives a written waiver signed by the employee, the City will release only the employee's dates of employment, last position held, and final salary rate. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the City Manager on a case-by-case basis.

#### 8.06 Unreported Absences from Work

An employee absent from duty without authorization for two (2) or more consecutive working days without an explanation satisfactory to the department head shall be deemed to have voluntarily resigned without notice. The resignation may be canceled if the supervisor determines that the absence was beyond the control of the employee. The City Manager may send the employee a certified letter notifying him/her of the effective date. An employee will not receive pay in lieu of notice under these circumstances.

#### 8.07 Termination of Benefits

All benefit accruals and privileges cease as of the last day of employment.

#### 8.08 Continuation of Insurance (COBRA)

Employees who have been covered under the medical and dental insurance plans may arrange for continuation of insurance. The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under The City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, separation of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an

employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the eligible employee or beneficiary pays the full cost of coverage at the City's group rates plus an Administrative Services fee.

The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under our health insurance plan. The notice contains important information about the employee's rights and obligations.

### 8.09 Paid Time Off Accruals

Paid time off not taken will be paid at the time of separation. Accrued paid time off will be computed on the basis of the employee's rate of pay on the day of termination.

## Section 9. Disciplinary Procedure

### 9.01 General Policy

The continued employment of all City employees will be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action commensurate with the seriousness of the offense and with due consideration of the employee's prior performance record.

### 9.02 Reasons for Discipline

Discipline may be taken when, in the judgment of the department head, an employee has committed an act or omission that justifies the disciplinary action indicated. The grounds for such disciplinary action shall include but are not limited to incompetency, inefficiency, dishonesty, misconduct, insubordination, or failure to observe departmental or City rules and regulations.

### 9.03 Types of Disciplinary Action

The City has established a system of discipline that includes verbal warnings, written warnings, and suspensions. The system is not formal and the City may, in its sole discretion, use whatever form of discipline is deemed appropriate under the circumstances, up to and including suspension without pay and/or termination of employment. The City's policy of discipline in no way limits or alters the at-will employment relationship.

- A. Verbal Warning.** A verbal warning is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal warning is not made a part of the employee's permanent personnel file, but may be referenced in any subsequent written reprimands.
- B. Written Reprimand.** A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand shall be recorded, signed by the employee and department head, forwarded to the City Manager's Office, and placed in the employee's personnel file.
- C. Disciplinary Probation.** An employee placed on disciplinary probation shall accrue vacation and sick leave time. However, the employee shall not accrue earned time for salary review or promotion while on such probation, nor shall said employee be allowed to compete in promotional examinations while on disciplinary probation. Disciplinary probation shall not be less than three (3) months nor for more than twelve (12) months.
- D. Reduction in Salary.** Upon recommendation of the department head and approval of the City Manager, an employee's salary may be reduced one or more steps for disciplinary reasons. The employee shall be given written notice which shall include notification of all conditions which must be met in order to return to his/her normal salary.
- E. Demotion.** Upon recommendation of the department head and approval of the City Manager, an employee may be demoted from one classification to another for disciplinary reasons. The salary upon demotion shall be that of the re-assigned classification to which the employee is demoted.
- F. Suspension with or without pay.** Fringe benefits such as vacation and sick leave shall not accrue during a period of suspension without pay. However, health, dental, vision, life, and disability insurance shall remain in effect during a period of suspension without pay. For suspensions of three (3) working days or less, the department head may initiate disciplinary action without prior approval of the City Manager. For suspension in excess of three (3) working days, the department head shall recommend an appropriate action for approval by the City Manager. The maximum period of suspension shall be twenty (20) working days.
- G. Involuntary Dismissal.** The department head shall recommend an appropriate action for approval by the City Manager. An employee who is involuntarily discharged from the City service is entitled to rights and benefits in accordance with state and federal law.

#### 9.04 Notice of Intended Disciplinary Action

The following discipline procedures only apply to the City's regular employees. All employees other than for-cause employees, namely temporary, seasonal, extra-help, at-will, probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal.

- A. Proposed Disciplinary Action.** In cases of proposed disciplinary action of regular employees, except an oral, or written reprimand, the proposed disciplinary action shall be served in writing on the employee personally or by mail. The written notice of intended disciplinary action shall include:
1. The reasons for the disciplinary action and a summary of the facts that show the elements of each charge at issue in the intended discipline;
  2. A copy of all materials upon which the intended discipline is based;
  3. The specific disciplinary action proposed, including any time period or other conditions associated with the discipline;
  4. The proposed effective date of the intended disciplinary action;
  5. Notice of the employee's right to respond to the Department Head regarding the intended discipline within five days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
  6. Notice of the employee's right to have a representative of his or her choice at the *Skelly* conference; and
  7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

The employee has the right to use the grievance procedure outlined in Section 7 if he/she believes the proposed discipline to be unjustified. For police officers, the Public Safety Officers Procedural Bill of Rights shall apply to these cases.

**B. Copy of Action In Personnel File.** A copy of the notice of intended disciplinary action shall be placed in the employee's personnel file.

**C. Response by Employee and Skelly Conference.** If the employee requests a *Skelly* conference, the Department Head will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The Department Head will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

**D. Final Notice of Discipline:** After the *Skelly* conference and/or timely receipt of the employee's written response, the Department Head will: 1) take no disciplinary action; 2) modify the intended discipline; or 3) impose the intended disciplinary action. In any case, the Department Head will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of the discipline;
- The specific charges upon which the discipline is based;
- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

**E. Final Notice of Discipline.** The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying the City or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

**G. Discipline Appeal Procedures.** The following appeal procedures only apply to the City's for-cause employees. All employees other than for-cause employees, namely temporary, seasonal, extra-help, at-will, probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay or dismissal.

- a) **Request for Appeal Hearing:** An employee may submit a written request for appeal to the City Manager within 14 days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
- b) **Appeal Hearing Officer:** The appeal hearing officer shall be the City Manager or his/he designee who is selected through State Mediation and Conciliation Service (SMCS) long as the City Manager did not serve as the *Skelly* officer for the discipline at issue. If the City Manager did serve as the *Skelly* officer for the discipline issue, then the appeal hearing officer shall be an individual designated by City Council who is elected through SMCS.
- c) **Date and Time of the Appeal Hearing:** Once the appeal hearing officer has been designated, the City Manager will set a date for an appeal hearing. The



employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date. The City Manager and/or hearing officer will consult with the City Attorney regarding the correct procedures for notice of witnesses; evidence; Subpoenas; record; continuances; and all other procedures which will be conducted in accordance with state law.

- d) Employee Appearance:** The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person he or she may select.
- e) Appeal Hearing Officer's Recommended Decision:** Within 60 days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a recommended decision as to the discipline.
- 1) If the City Manager was not the appeal hearing officer or the *Skelly* officer he or she 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 Manager is final. There is no process for reconsideration.
  - 2) 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.
- f) Proof of Service of the Written Findings and Decision:** The City will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the City of his/her address. A copy of the decision shall also be provided to the City Manager.

## Section 10. Employee Protection

The City is committed to providing a work environment that is safe and healthful. We have established an Illness and Injury Prevention Program (IIPP), to support our safety efforts by identifying and correcting workplace safety issues and educating our employees. The Safety Program Coordinator is the Chief of Police.

### 10.01 Workplace Violence

- A. City Commitment.** The City is committed to providing a safe, violence-free workplace and strictly prohibits employees or anyone else on the premises or

engaging in City-related activity from behaving in a violent or threatening manner. As part of this policy, the City seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

**B. Zero Tolerance.** The City's policy provides "zero tolerance" for actual or threatened violence against co-workers, visitors, or any other persons on the premises or attending City business-related activities. Employees are required to report to their supervisor any incident involving a threat of violence or act of violence, or any violation of this policy, immediately.

**C. Prohibited Workplace violence includes but is not limited to:**

1. Threats of any kind (including those that are meant as "humorous" or a "joke");
2. Threatening or violent behavior, such as intimidation of or attempts to instill fear in others;
3. Other behavior that suggests a propensity toward violence. This can include belligerent speech, excessive arguing or swearing, theft or sabotage of City property,;
4. Defacing the City property or effecting physical damage to the facilities; or
5. Bringing unauthorized weapons or firearms of any kind on City premises, in City parking lots, or while conducting City business.

If any employee observes or becomes aware of such actions or behavior by an employee, elected official, visitor, or anyone else, they are required to notify their supervisor immediately, and/or call the Police or 911 as appropriate to the location and circumstances. Further, an employee should notify the City Manager if the employee has any restraining order is in effect, or if a potentially violent non work-related situation exists which could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the City will inform the reporting individual of the results of the investigation. To the extent possible, the City will maintain the confidentiality of the reporting employee and to protect individual safety. The City of Sand City will not tolerate retaliation against any employee who reports workplace violence.

If the City determines that workplace violence has occurred, the City will take appropriate corrective action. The appropriate corrective action will depend on the particular facts but may include written or oral warnings, probation, and reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the City will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

## 10.02 Security

As an employee of the City of Sand City, one of your primary responsibilities is the protection of our visitors, citizens, and the assets of the City. This effort requires each employee's full dedication.

The following information provides a number of ideas about what you can do to assist in the security of our grounds and buildings. While no one expects all employees to be experts in security, the awareness and assistance by all employees will be a tremendous asset to our Police in this effort.

### What You Should Do

1. If you notice anyone that appears to be acting suspiciously, report them to management or the Police immediately. Suspicious activity includes someone waiting or loitering in an area not designed for that purpose, i.e.: a client area, parking lot, or other public or restricted area. If you come upon an individual who looks surprised or nervous to see you, report them. Also, if you see a non-employee in an area designated for employees only, they should be reported.
2. If you hear any loud or unusual noises, report them. This would include mechanical noises, alarms, loud yelling, etc. If you are ever confronted by a thief, don't try to be a hero! Give that person everything he/she wants. You and your safety are more important to us than anything the thief may get away with.

## 10.03 Employee Safety

- A. Policy.** It is the policy of the City to maintain a work environment that is safe and does not adversely affect the health of its employees or the public. To accomplish this, the City shall provide the appropriate facilities, safety equipment, and training to comply with Federal, State and local safety regulations and will promulgate appropriate policies, standards and procedures for governing the total safety effort.
- B. Employee Responsibility.** While the overall responsibility for safety belongs to the City, each individual employee has a personal responsibility to perform assigned tasks in a safe manner. All employees are to ensure that safe and healthful conditions and procedures are provided and followed in their areas of control. All employees are to comply with the safety practices and procedures adopted by the City.

I, \_\_\_\_\_, have received this manual, and hereby acknowledge its contents. I also understand that updates to personnel policies adopted by the City Council will be transmitted to me, when applicable.

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

## APPENDIX I

### Sand City Mandatory Arbitration Policy

It is the policy of Sand City (hereinafter, the “City”) to streamline dispute resolution and thereby minimize the cost and time consumed in resolving grievances of any kind. Therefore, the City has adopted a policy of binding arbitration which applies to the fullest extent permitted by law to any and all controversies between the City and its employees. The City’s arbitration policy shall not apply to workers’ compensation claims, to unemployment insurance claims, or to any dispute which falls within the exclusive jurisdiction of any federal or state department or agency, including the California Labor Commissioner, the National Labor Relations Board, or similar state or federal agencies. However, any dispute which cannot be resolved administratively through such an agency shall be subject to this arbitration policy.

- A. **Binding Arbitration.** In the event a dispute between the City and an employee or group of employees cannot be resolved in the manner provided in Section 7 of the Employee Manual, then the dispute shall be submitted to binding arbitration, unless otherwise prohibited by the Public Safety Officers’ Procedural Bill of Rights.
- B. **Implementing Arbitration.** Any dispute submitted to binding arbitration under this section shall be conducted in accordance with applicable federal or state law, if any. A demand for arbitration may be initiated by the City or by an employee or group of employees, and shall be made in writing delivered to the person(s) or entity(ies) upon whom the demand for arbitration is being made.
- C. **Selecting an Arbitrator.** Unless otherwise provided by law, once arbitration has been demanded, the City and the subject employee(s) shall meet and confer in an attempt to mutually select an arbitrator. If no agreement can be reached on the choice of an arbitrator, the City will obtain a list of available arbitrators from the Federal or State Mediation and Conciliation Service. If necessary, the employee(s) first, then the City, will alternatively strike names from the list until a single name remains, and that person shall be the arbitrator.
- D. **Mechanics of Arbitration.** Unless otherwise provided by law, the arbitration shall be conducted in accordance with California Code of Civil Procedure, Sections 1280, et. Seq. The arbitrator’s award shall be supported by law and substantial evidence. The costs of the arbitration, except for the compensation of the arbitrator, shall be as determined by the arbitrator and be in compliance with applicable law. To the extent allowed by law, the compensation of the arbitrator shall be split 50/50 between the City on the one hand and the subject employee(s) on the other. The decision of the arbitrator shall be final and binding on all parties

**I have read and understand this policy and agree to be bound by its terms**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**CITY OF SAND CITY**

\_\_\_\_\_  
**Date**

**AGENDA ITEM  
12C.**

**Comments by Council Members on  
Meetings and Item of Interest to Sand City**

**AGENDA ITEM  
12D.**

**Upcoming Meetings and Events**