



CITY COUNCIL AGENDA

September 21, 2021

REGULAR SESSION - 6:00 P.M.

**ANDERSON CITY HALL
1887 Howard Street
PARTICIPATION BY PUBLIC IN MEETING**

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

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

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

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

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

In compliance with the Americans with Disabilities Act, the City of Anderson will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (378-6646) to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

REGULAR SESSION – 6:00 P.M.

1.0 **ROLL CALL – COUNCIL:**

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

2.0 **INVOCATION** – Jim Pope, Shasta County Sheriff (Retired), will give the invocation.

3.0 **PLEDGE OF ALLEGIANCE** – Councilmember Mike Gallagher.

4.0 **STUDENT REPORTS**

a. A teen from the Teen Center will give an update on current activities.

b. Seth Forehand, Anderson High School ASB President, will give an update on school activities.

5.0 **STAFF REPORTS** – Assistant City Manager/Finance Director Liz Cottrell will give and update on online bill payment progress.

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

5.2 **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA** - This is the time to address public comments by any member of the public to the Council regarding an item not on the agenda. Each comment must be limited to 3 minutes or less and on an item within the City's subject matter jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda. Are there any public comments?

CONSENT AGENDA

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

6.1 **MINUTES** - Approve the minutes of the regular meeting of September 7, 2021.

6.2 **WARRANTS** -Receive and file warrant 22830 to 22886 in the amount of \$47,665.95; Receive and file warrant 22887 to 22961 in the amount of \$110,714.20; Receive and file ACH in the amount of \$285.00; Receive and file ACH in the amount of \$38,185.02.

- 6.6 **ASSISTANT CITY MANAGER/FINANCE DIRECTOR** - Receive and file the quarterly treasurer's report for the fiscal quarter ended June 30, 2021.

END OF CONSENT CALENDAR

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

REGULAR AGENDA

- 8.0 **REGULAR AGENDA** – *Regular Agenda Items will be discussed individually and in order. Any member of the public may request to address the Council on an item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

CITY MANAGER/CITY ATTORNEY

- 8.3 **APPROVE AN EMPLOYMENT AGREEMENT WITH JONATHON POLETSKI AS CITY OF ANDERSON CHIEF OF POLICE AND AMEND THE CITY MANAGER'S AGREEMENT FOR PAY COMPACTION.**

RECOMMENDED ACTION:

Authorize City Manager to sign an employment agreement with Jonathon Poletski as City of Anderson Chief of Police.

Authorize Mayor to sign an amendment to the employment contract for City Manager reflecting increase in pay due to pay compaction.

- 9.0 **PRESENTATION** – City Manager Jeff Kiser will introduce newly appointed Police Chief Jonathon Poletski. Chief Poletski will then be sworn in and pinned.

- 14.0 **ADJOURN - The City Council will adjourn to October 5, 2021.**

After adjournment refreshments will be served to welcome Chief Poletski.

DRAFT

ANDERSON CITY COUNCIL MINUTES

**Regular Meeting
September 7, 2021**

REGULAR SESSION

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

ROLL CALL

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

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

INVOCATION

Dan Eckley, Neighborhood Church of Anderson/Cottonwood gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Susie Baugh led the Pledge of Allegiance.

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Dain Hale spoke thanking Council for adopting Resolution 21-46.

CONSENT AGENDA

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

Approved the minutes of the regular meeting of August 17, 2021 and special meeting of August 26, 2021.

Received and filed warrant 22649 to 22723 in the amount of \$129,891.58; Received and filed warrant 22724 to 22772 in the amount of \$74,262.66; Received and filed warrant 22773 to 22829 in the amount of \$239,555.19; Received and filed ACH in the amount of \$560.00; Received and filed ACH in the amount of \$41,604.81; Received and filed ACH in the amount of \$560.00; Received and filed ACH in the amount of \$39,993.93.

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

PUBLIC HEARINGS

ALL NOTICES WERE GIVEN ACCORDING TO LAW

CDBG CONTRACT 20-CDBG-CV-1-0003 – PROJECT CLOSEOUT

Assistant City Manager gave a staff report and along with Lori Adams from Adams Ashby Group answered questions from Council.

6:13 p.m.: The Public Hearing was opened. No Comments were received. The Public Hearing was closed.

By motion made, seconded (Neutze/Browning) and carried by a 5-0 vote Council voted to accept the project close out.

REGULAR AGENDA

ASSISTANT CITY MANAGER/FINANCE DIRECTOR

CDBG-DR-MHP FUNDING ALLOCATION

Assistant City Manager gave a staff report and answered questions from Council.

By motion made, seconded (Browning/Hunt) and carried by a 5-0 vote Council voted to adopted Resolution 21-47 allocating CDBG-DR-MHP funds to Shasta County.

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

ORDINANCE NO. 844 (SECOND READING) AMENDING THE CONTRACT BETWEEN THE CITY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Assistant City Manager gave a staff report and answered questions from Council.

By motion made, seconded (Neutze/Browning) and carried by a 5-0 vote Council voted to adopted Ordinance No. 844 (Second reading) amending the contract between the City and the Board of Administration of the California Public Employees' Retirement System as introduced on August 17, 2021.

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

**AMEND CONTRACT WITH THE CALIFORNIA PUBLIC RETIREMENT SYSTEM (CALPERS)
FOR COST SHARING**

Assistant City Manager gave a staff report and answered questions from Council.

By motion made, seconded (Hunt/Gallagher) and carried by a 5-0 vote Council voted to adopt Resolution 21-48 relating to Cost Sharing under Government Code Section 20516 for unrepresented employees.

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

ENGINEERING SERVICES MANAGER

**CONSIDER CITY PURCHASE OF A SYNTHETIC ICE-SKATING RINK TO BE USED FOR
CHRISTMAS IN ANDERSON**

Engineering Services Director Matthew Baker gave a staff report and answered questions from Council.

Public comment: Hope Seth spoke to Council in support of the ice-skating rink and believes it would be a wonderful thing for the community.

Darin Hale spoke in support and had questions regarding the budget relating to the rink.

Jill Bennett also spoke in support of the rink.

By motion made, seconded (Hunt/Neutze) and carried by a 5-0 vote Council voted to proceed with the purchase of the ice-skating rink.

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

COUNCIL REPORTS/COMMENTS

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

Public Comment on Closed Session Items – None.

7:16 p.m.: The City Council convened to Closed Session.

CLOSED SESSION

C.S.1 **"CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§ 54956.9)**
Name of Case: Insignia Builders, Inc. v. City of Anderson, Shasta County Superior
Court Case No. 197312."

C.S.2 **PUBLIC EMPLOYEE PERFORMANCE EVALUTION**
(Gov't. Code Section 54957)
Title: City Manager

7:47 p.m.: The City Council reconvened to Open Session.

CLOSED SESSION ANNOUNCEMENT

Mayor Baugh announced that the Council sat in Closed Session with no reportable actions taken.

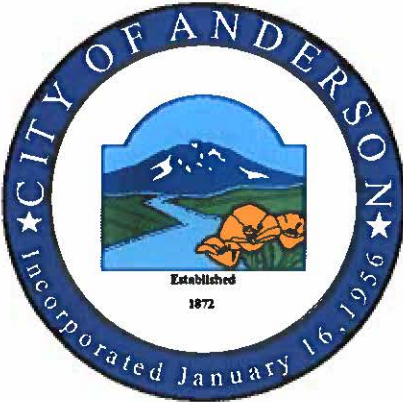
ADJOURNMENT

7:47p.m.: The City Council adjourned to September 21, 2021.

Susie Baugh, Mayor

ATTEST:

Christy White, Deputy City Clerk



AGENDA ITEM

September 21, 2021 City Council Meeting

Approved for Submittal By:

Jeff Kiser
Jeff Kiser, City Manager

To Be Presented By:

Liz Cottrell
Liz Cottrell, Finance Director/Treasurer

To: Honorable Mayor and Members of the Anderson City Council
Through: Jeff Kiser, City Manager
From: Liz Cottrell, Finance Director/Treasurer
Date: September 21, 2021

SUBJECT

Receive and File Weekly Warrant Registers.

RECOMMENDATION

Receive and file warrant 22830 to 22886 in the amount of \$47,665.95; Receive and file warrant 22887 to 22961 in the amount of \$110,714.20; Receive and file ACH in the amount of \$285.00; Receive and file ACH in the amount of \$38,185.02.

ATTACHMENT

Warrant Registers.

Check Register Report

Date: 09/03/2021

Time: 9:26 am

Page: 1

ty of Anderson				BANK: TRI COUNTIES BANK			
Check Number	Check Date	Status	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
TRI COUNTIES BANK Checks							
2830	09/03/2021	Printed		050210	AAMIGO IRRIGATION SUPPLY	SUPPLIES	116.91
2831	09/03/2021	Printed		05644	AMERICAN FIDELITY ASSURANCE CO	CAFETERIA 125 P/E 8/20/2021	307.67
2832	09/03/2021	Printed		057253	ANDERSON HEATING & COOLING	BUSINESS LICENSE REFUND	54.00
2833	09/03/2021	Printed		102600	ANDERSON TROPHIES AND AWARDS	SUPPLIES	31.40
2834	09/03/2021	Printed		1105	CHRISTA ARTHUR	SUPPLIES REIMBURSEMENT	59.66
2835	09/03/2021	Void				Void Check	0.00
2836	09/03/2021	Printed		111011	AT&T CALNET	PHONE CHARGES	1,123.76
2837	09/03/2021	Printed		MABA02	MATT BAKER	CELL PHONE REIMBURSEMENT	75.00
2838	09/03/2021	Printed		1133	BASIC LAB, INC.	PROFESSIONAL SERVICES	8,143.60
2839	09/03/2021	Printed		1171	STEPHEN BLUNK	CELL PHONE REIMBURSEMENT	75.00
2840	09/03/2021	Printed		11910	C & H CREATES	PROFESSIONAL SERVICES	375.38
2841	09/03/2021	Printed		131750	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,793.80
2842	09/03/2021	Printed		132201	CITY OF REDDING	UTILITIES	1,736.70
2843	09/03/2021	Printed		1414	LIZ COTTRELL	CELL PHONE REIMBURSEMENT	75.00
2844	09/03/2021	Printed		149005	DE LAGE LANDEN FINANCIAL SVC	MONTHLY LEASE	470.19
2845	09/03/2021	Printed		152503	THE ED JONES CO., INC.	SUPPLIES	121.98
2846	09/03/2021	Printed		15602	ENPLAN	PROFESSIONAL SERVICES	5,362.50
2847	09/03/2021	Void				Void Check	0.00
2848	09/03/2021	Printed		05808	FASTENERS INC.	SUPPLIES	876.11
2849	09/03/2021	Printed		159455	FERGUSON ENTERPRISES, INC.	SUPPLIES	72.07
2850	09/03/2021	Printed		90235	GOODYEAR COMMERCIAL TIRE	PROFESSIONAL SVCS & SUPPLIES	745.17
2851	09/03/2021	Printed		17305	GUITONS POOL CENTER	PROFESSIONAL SVCS & SUPPLIES	4,688.39
2852	09/03/2021	Printed		17895	HAVEN HUMANE SOCIETY	PROFESSIONAL SERVICES	2,175.00
2853	09/03/2021	Printed		17895	HAVEN HUMANE SOCIETY	ANIMAL CONTROL SERVICES	7,484.75
2854	09/03/2021	Printed		190800	K & S STAFFING SOLUTIONS, INC.	PROFESSIONAL SERVICES	418.50
2855	09/03/2021	Printed		1918003	JEFF KISER	CELL PHONE REIMBURSEMENT	75.00
2856	09/03/2021	Printed		1940	LES SCHWAB TIRES	PROFESSIONAL SVCS & EQUIPMENT	1,272.15
2857	09/03/2021	Printed		1983	MCHALE SIGN CO. INC.	BLDG PERMIT REFUND BP21-0247	280.77
2858	09/03/2021	Printed		MAMI00	MARCUS MIYASASTO	PER DIEM-TRAINING	363.00
2859	09/03/2021	Printed		MAMI00	MARCUS MIYASASTO	PER DIEM-TRAINING	363.00
2860	09/03/2021	Printed		303894	O2 STAFFING, INC.	PROFESSIONAL SERVICES	274.50
2861	09/03/2021	Printed		3051	OFFICE DEPOT	OFFICE SUPPLIES	676.13
2862	09/03/2021	Printed		4020	PAINT MART	SUPPLIES	270.45
2863	09/03/2021	Printed		4040	PAYLESS BUILDING SUPPLY	SUPPLIES	60.76
2864	09/03/2021	Printed		4073902	ROBYN POPE-BURGESS	CELL PHONE REIMBURSEMENT	75.00
2865	09/03/2021	Printed		1977493	QUADIENT LEASING, INC.	QRTLY LEASE	893.97
2866	09/03/2021	Printed		5000	QUALITY SAW & MOWER	SUPPLIES	17.82
2867	09/03/2021	Printed		500973	NATHAN RAMIREZ	CELL PHONE REIMBURSEMENT	75.00
2868	09/03/2021	Printed		50264	REDDING COLLISION CENTER, INC.	PROFESSIONAL SERVICES	414.00
2869	09/03/2021	Printed		5060	REDDING PRINTING COMPANY, INC	PROFESSIONAL SERVICES	110.98
2870	09/03/2021	Printed		RETA01	REDDING TAQUERIA	BUSINESS LICENSE REFUND	54.00
2871	09/03/2021	Printed		50755	RESULTS RADIO, LLC	ADVERTISING	1,448.00
2872	09/03/2021	Printed		509033	RIVER CITY COMPLIANCE	PROFESSIONAL SERVICES	80.00
2873	09/03/2021	Printed		SCDI00	SCP DISTRIBUTORS, LLC	SUPPLIES	1,569.21
2874	09/03/2021	Void				Void Check	0.00
2875	09/03/2021	Printed		70643	SMOGBMASTERS II	PROFESSIONAL SERVICES	339.00
2876	09/03/2021	Printed		7067010	SONSRAY MACHINERY, LLC	SUPPLIES	380.70
2877	09/03/2021	Printed		70800101	DAVID STARKEY	PER DIEM-TRAINING	61.00
2878	09/03/2021	Printed		7088846	T AND S DVBE, INC.	SUPPLIES	76.43
2879	09/03/2021	Printed		TOHA00	TOP HAT ENERGY	BUSINESS LICENSE REFUND	54.00

Check Register Report

Date: 09/03/2021

Time: 9:26 am

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City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
TRI COUNTIES BANK Checks							
22880	09/03/2021	Printed		USBV00	US BANK VOYAGER FLEET SYSTEMS	FUEL CHARGES	184.27
22881	09/03/2021	Printed		81597	VIRTUAL PROJECT MANAGER	PROFESSIONAL SERVICES	500.00
22882	09/03/2021	Printed		80907	WESTERN BUSINESS PRODUCTS	SINTF-MONTHLY LEASE	119.98
22883	09/03/2021	Printed		WEGLO0	WESTERN GLASS & WINDOW	PROFESSIONAL SVCS & SUPPLIES	710.78
22884	09/03/2021	Printed		CHWH00	CHRISTY WHITE	CELL PHONE REIMBURSEMENT	75.00
22885	09/03/2021	Printed		PEWI00	PETER WICKENHEISER	CELL PHONE REIMBURSEMENT	75.00
22886	09/03/2021	Printed		809698	WORLD TELECOM, INC.	PROFESSIONAL SERVICES	333.51

Total Checks: 57

Checks Total (excluding void checks): 47,665.95

Total Payments: 57

Bank Total (excluding void checks): 47,665.95

Total Payments: 57

Grand Total (excluding void checks): 47,665.95

Liz Cottrell 9/7/2021
Signature Date

Check Register Report

Date: 09/10/2021

Time: 9:40 am

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City of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
TRI COUNTIES BANK Checks							
22887	09/10/2021	Printed		050210	AAMIGO IRRIGATION SUPPLY	SUPPLIES	71.77
22888	09/10/2021	Printed		05197	ADAMS VIDEO PRODUCTIONS	PROFESSIONAL SERVICES	784.91
22889	09/10/2021	Printed		05656125	AMERICAN TOWER CORPORATION	MONTHLY TOWER RENT	975.00
22890	09/10/2021	Printed		1045	ANDERSON UNION HIGH SCHOOL	SUMMER POOL SUPPLIES	3,595.81
22891	09/10/2021	Printed		1150	ANTHEM BLUE CROSS LIFE AND APOA	HEALTH INS PREMIUM-HUNT	1,647.00
22892	09/10/2021	Printed		0580		DUES FOR P/E 9/03/2021	1,020.00
22893	09/10/2021	Printed		BAME00	BADGER METER , INC.	EQUIPMENT	2,588.44
22894	09/10/2021	Printed		HABA00	HANNAH BARTLETT	PARK RENTAL REFUND	70.00
22895	09/10/2021	Void				Void Check	0.00
22896	09/10/2021	Void				Void Check	0.00
22897	09/10/2021	Printed		1133	BASIC LAB, INC.	PROFESSIONAL SERVICES	5,269.00
22898	09/10/2021	Printed		1136012	SUSAN BAUGH	HEALTH INS. REIMBURSEMENT	677.24
22899	09/10/2021	Printed		1137902	BIG VALLEY SANITATION	EQUIPMENT RENTAL	1,085.00
22900	09/10/2021	Printed		1180	BORGES & MAHONEY INC.	SUPPLIES	97.21
22901	09/10/2021	Printed		CACE00	CALL CENTER SALES PRO	PROFESSIONAL SERVICES	28.10
22902	09/10/2021	Printed		120922	CBSC	CBSC FEES FOR APR-JUNE 21	415.80
22903	09/10/2021	Printed		1323503	CLEANRITE-BUILDRITE	PROFESSIONAL SERVICES	257.20
22904	09/10/2021	Printed		13760	CONSOLIDATED ELECTRICAL DIST.	SUPPLIES	4,146.13
22905	09/10/2021	Printed		SADA00	SARAH DAVIS	CLEANING DEPOSIT REFUND	350.00
22906	09/10/2021	Printed		DEJU00	DEPARTMENT OF JUSTICE (SDU)	CA. #410000000045532 P/E 9/21	304.06
22907	09/10/2021	Printed		1460	DEPT OF CONSERVATION	STRONG MOTION FEES	2,117.10
22908	09/10/2021	Printed		ENTER	ENTERPRISE FM TRUST	VEHICLE LEASES	12,543.19
22909	09/10/2021	Printed		05808	FASTENERS INC.	SUPPLIES	53.85
22910	09/10/2021	Printed		159455	FERGUSON ENTERPRISES, INC.	SUPPLIES	297.37
22911	09/10/2021	Printed		161155	FILTRATION TECHNOLOGY	SUPPLIES	261.17
22912	09/10/2021	Printed		REFL00	REBEKA FLORES	CLEANING DEPOSIT REFUND	430.00
22913	09/10/2021	Printed		GAME00	GATEWAY MEDICAL SERVICES	PROFESSIONAL SERVICES	125.00
22914	09/10/2021	Printed		GHIN00	GHD, INC.	PROFESSIONAL SERVICES	5,901.54
22915	09/10/2021	Printed		PEGR00	PETER GRIGGS	PROFESSIONAL SERVICES	126.00
22916	09/10/2021	Printed		173081	GREGGORY GUNDERSEN	PER DIEM-TRAINING	17.00
22917	09/10/2021	Printed		1840	ICMA RETIREMENT TRUST 457	PLAN #302204 P/E 9/03/2021	2,310.00
22918	09/10/2021	Printed		1845	INDEPENDENT BUSINESS FORM	PROFESSIONAL SERVICES	816.35
22919	09/10/2021	Printed		JTCO00	J & T CONSULTING, INC.	PROFESSIONAL SERVICES	1,435.08
22920	09/10/2021	Printed		1880	J.W. WOOD COMPANY INC.	SUPPLIES	457.54
22921	09/10/2021	Printed		189063	ALICIA JIMENEZ	CLEANING DEPOSIT REFUND	325.00
22922	09/10/2021	Printed		JEJI00	JENNIFER JIMERSON	PER DIEM-MEETING	17.00
22923	09/10/2021	Void				Void Check	0.00
22924	09/10/2021	Printed		190800	K & S STAFFING SOLUTIONS, INC.	PROFESSIONAL SERVICES	5,387.50
22925	09/10/2021	Printed		MALI00	MANSFIELD, LIERLY & ASSOCIATES	PROFESSIONAL SERVICES	300.00
22926	09/10/2021	Printed		MEDE00	MELTON DESIGN GROUP, INC.	PROFESSIONAL SERVICES	6,979.00
22927	09/10/2021	Printed		20530	MUTUAL OF OMAHA	INSURANCE PREMIUM SEPT-21	1,577.55
22928	09/10/2021	Printed		2090	NORMAC	SUPPLIES	278.85
22929	09/10/2021	Printed		NUAG00	NUTRIEN AG SOLUTIONS	SUPPLIES	1,018.88
22930	09/10/2021	Printed		303894	O2 STAFFING, INC.	PROFESSIONAL SERVICES	274.50
22931	09/10/2021	Printed		3051	OFFICE DEPOT	OFFICE SUPPLIES	388.14
22932	09/10/2021	Printed		BRPE00	BRYON PETERSON	PROFESSIONAL SERVICES	56.00
22933	09/10/2021	Printed		SUPE01	SUNNY PEYTON	CLEANING DEPOSIT REFUND	350.00
22934	09/10/2021	Printed		JOPO00	JON POLETSKI	UNIFORM ALLOWANCE	900.00
22935	09/10/2021	Printed		4074245	PRAIRIE SQUARES	PROFESSIONAL SERVICES	184.80
22936	09/10/2021	Printed		QUFI00	QUADIENT FINANCE USA, INC.	QRTLY LEASE	1,509.85
22937	09/10/2021	Printed		508667	RADER EXCAVATING, INC.	PROFESSIONAL SERVICES	13,234.00

Check Register Report

Date: 09/10/2021

Time: 9:40 am

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ity of Anderson

BANK: TRI COUNTIES BANK

Check Number	Check Date	Status	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
TRI COUNTIES BANK Checks							
22938	09/10/2021	Printed		SHRO00	SHAYLINA ROBISON	CLEANING DEPOSIT REFUND	350.00
22939	09/10/2021	Printed		SCDI00	SCP DISTRIBUTORS, LLC	SUPPLIES	256.08
22940	09/10/2021	Printed		6005712	HOPE SETH	PROFESSIONAL SERVICES	1,620.00
22941	09/10/2021	Printed		6050	SHASTA CO.OPPORTUNITY CENTER	JANITORIAL SERVICES	3,281.25
22942	09/10/2021	Printed		706732	SPECIAL SERVICES GROUP, LLC	ANNUAL SERVICE RENEWAL	3,613.60
22943	09/10/2021	Printed		DEST00	DESTINY STEFFEN	CLEANING DEPOSIT REFUND	75.00
22944	09/10/2021	Printed		SURE00	SUNBELT RENTALS, INC.	EQUIPMENT RENTAL	2,115.67
22945	09/10/2021	Printed		70878	SW MAINTENANCE CORP.	MONTHLY UST TESTING	65.00
22946	09/10/2021	Printed		7088506	SWITZER ASSOCIATES	PROFESSIONAL SERVICES	400.00
22947	09/10/2021	Printed		708803	SWRCB-OFFICE OF OPERATOR	CERTIFICATION FEE-BALBINI	55.00
22948	09/10/2021	Printed		80040	TOMASINI BLACKSMITHING &	SUPPLIES	116.37
22949	09/10/2021	Printed		800372	TRANSUNION RISK AND ALTERNATIV	PROFESSIONAL SERVICES	75.00
22950	09/10/2021	Printed		80131	UNDERGROUND SERVICE ALERT	CA. STATE FEE-REG FEES	851.86
22951	09/10/2021	Void				Void Check	0.00
22952	09/10/2021	Void				Void Check	0.00
22953	09/10/2021	Printed		800926	US BANK CORP PYMT SYSTEMS	SUPPLIES, EQUIPMENT & TRAINING	12,776.20
22954	09/10/2021	Printed		8150	VALLEY INDUSTRIAL	MAINTENANCE CONTRACT	600.00
22955	09/10/2021	Printed		SHVA00	SHAWNA VAN WAGNER	PARKS RENTAL REFUND	70.00
22956	09/10/2021	Printed		SCVA02	SCOTT VAUGHN	CLEANING DEPOSIT REFUND	350.00
22957	09/10/2021	Printed		SHVI00	SHIANNE VILLASANA	CLEANING DEPOSIT REFUND	350.00
22958	09/10/2021	Printed		809385	WESTSIDE AGGREGATE	MATERIALS	93.02
22959	09/10/2021	Printed		HAWI00	HALEY WILEY	PARK RENTAL REFUND	70.00
22960	09/10/2021	Printed		EIWI00	EILEEN WILLEY	PROFESSIONAL SERVICES	28.00
22961	09/10/2021	Printed		9037058	ZUMAR INDUSTRIES, INC.	SUPPLIES	447.22

Total Checks: 75

Checks Total (excluding void checks): 110,714.20

Total Payments: 75

Bank Total (excluding void checks): 110,714.20

Total Payments: 75

Grand Total (excluding void checks): 110,714.20


Signature

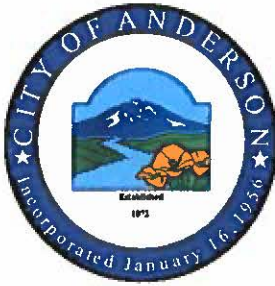
9/10/2021
Date

09/09/2021 ACH Members First Credit Union \$285.00

For Payroll Ending 09/03/2021

09/09/2021 ACH PERS \$38,185.02

For Payroll Ending 09/03/2021



AGENDA ITEM

September 21, 2021 City Council Meeting

Approved for Submittal By:


Jeff Kiser, City Manager

To Be Presented By:


Liz Cottrell, Finance Director/Treasurer

To: Honorable Mayor and Members of the Anderson City Council

Through: Jeff Kiser, City Manager

From: Liz Cottrell, Finance Director/Treasurer

Date: September 21, 2021

SUBJECT

Quarterly Treasurer's Report on City Investments

RECOMMENDATION

The Finance Director recommends that the City Council:

Receive and file the quarterly treasurer's report for the fiscal quarter ended June 30, 2021

FISCAL IMPACT

This action has no direct fiscal impact. The report is for information purposes only.

DISCUSSION and BACKGROUND

State law requires the City Treasurer to report every fiscal quarter to the City Council about the city's investments. The attached report includes complete information about the city treasury and certifies that the city's investments are in accordance with state law and the Council's adopted investment policy.

ATTACHMENTS

Quarterly Treasurer's Report and Certification for the fiscal quarter ended June 30, 2021.

City of Anderson
Quarterly Certification of Compliance with Investment Policy
Quarter Ended June 30, 2021

A. Section 8.1 of the City's Investment Policy restricts the amount of pooled funds which may be invested in certain types of investments. These types of investments and a statement of compliance are below.

<u>Investment Type</u>	<u>Maximum investment</u>	<u>Current Investment</u>	<u>Percent of Total</u>	<u>Below Maximum?</u>
Banker's Acceptances	15% of Total Portfolio	\$0	0.00%	Yes
Certificates of Deposit	30% of Total Portfolio	\$0	0.00%	Yes
Prime Commercial Paper	15% of Total Portfolio	\$0	0.00%	Yes
Medium-term Corporate Notes	15% of Total Portfolio	\$0	0.00%	Yes

B. Section 13.1 of the City's Investment Policy restricts the overall maturities of pooled investments. These restrictions and a statement of compliance are below.

<u>Maturity</u>	<u>Investment Restriction</u>	<u>Current Investment</u>	<u>Percent of Total</u>	<u>Limit Met?</u>
Within One Year	50% of Total - Minimum	\$15,780,981	100.00%	Yes
Between Three and Five Years	25% of Total - Maximum	\$0	0.00%	Yes
Over Five Years	None Allowed	\$0	0.00%	Yes

C. Section 13.1 of the City's Investment Policy provides that the average investment maturity must be less than three years.

Weighted Average Days to Maturity of Treasurer's Pool:	1
Restriction Met?:	Yes

I hereby certify that as of June 30, 2021 the investment of the City of Anderson comply in all respects with the requirements of the California Government Code and the City's current Investment Policy and that there is sufficient cash flow to cover the next six months expenditures.

Certified by:

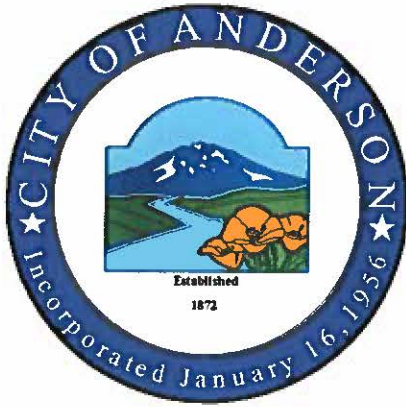

Liz Cottrell, Treasurer

City of Anderson
Quarterly Report on the Treasurer's Investment Pool
Quarter Ended June 30, 2021

	Issuer	Yield to Maturity	Rate	Days to Maturity	Par Value	Book Value	Market Value	Credit Rating (Notes)	Percent of Total Investments
Checking and Passbook accounts									
Primary Checking	Tri-Counties Bank	na	na	na	2,853,951	2,853,951	2,853,951	na	
Payroll Checking	Tri-Counties Bank	na	na	na	1,000	1,000	1,000	na	
Passbook Savings	Tri-Counties Bank	na	0.01%	na	33,277	33,277	33,277	na	
REDIP Reserve Acct	Tri-Counties Bank	na	0.01%	na	21,186	21,186	21,186	na	
Money Market	Tri-Counties Bank	na	0.03%	na	265,158	265,158	265,158	na	
Subtotal					3,174,572	3,174,572	3,174,572		20.12%
Certificates of Deposit									
					0	0	0		0.00%
Local Agency Investment Fund									
Local Agency Investment Fund	na	na	0.03%	1	12,603,559	12,603,559	12,603,559	na	79.87%
Petty Cash									
Petty Cash	na	na	na	na	2,850	2,850	2,850	na	0.018%
Total Funds Held by the City of Anderson on June 3, 2021					15,780,981	15,780,981	15,780,981		100.0%
Total Funds Held by the City of Anderson on March 31, 2021					14,791,366	14,791,366	14,791,366		
					989,615	989,615	989,615		
Weighted Average Yields			0.024%						
Weighted Average Days to Maturity				1					
Percent Maturing within One Year				100.00%					
Percent Maturing between One and Three Years				0.00%					
Percent Maturing between Three and Five Years				0.00%					

City of Anderson
Quarterly Report on Funds Held Outside the Treasurer's Pool
Quarter Ended June 30, 2021

Issuer		Yield to Maturity	Rate	Maturity Date	Par Value	Book Value	Market Value
Superior California Economic Development District							
Checking Account	Cornerstone Community Bank	na	0.00%	na	9,040	9,040	9,040
Amerinational Community Services Group		na	na	na	0	0	0
Funds Held by Trustee (US Bank) for Redevelopment Agency (2005)		-	Retired		0	0	0
Funds Held by Trustee (US Bank) for Redevelopment Agency (2008)		-	Retired		0	0	0
Funds Held by Trustee (US Bank) for Redevelopment Agency (2015)		0.01%	na	na	489,732	489,732	489,732
Funds Held by Trustee (Union Bank) for Wastewater Bonds		0.00%	na	na	-	-	-
ICMA Retirement Corporation							
Employee Directed Investments		na	na	na	2,366,251	2,366,251	2,366,251
Total Funds Held by the City of Anderson Outside the Treasurer's Investment Pool on June 30, 2021					2,865,023	2,865,023	2,865,023
Total Funds Held by the City of Anderson Outside the Treasurer's Investment Pool on March 31, 2021					2,748,541	2,748,541	2,748,541
Difference					116,482	116,482	116,482



AGENDA ITEM

September 21, 2021, City Council Meeting

Approved for Submittal By:

Jeff Kiser
Jeff Kiser, City Manager

To Be Presented By:

Jeff Kiser
Jeff Kiser, City Manager and Collin Bogener,
City Attorney

To: Honorable Mayor and Members of the Anderson City Council

From: Jeff Kiser, City Manager and Collin Bogener, City Attorney

Date: September 21, 2021

SUBJECT

Approve an Employment Agreement with Jonathon Poletski as City of Anderson Chief of Police and amend the City Manager's agreement for pay compaction.

RECOMMENDATION

Staff recommends that the City Council:

Authorize City Manager to sign an employment agreement with Jonathon Poletski as City of Anderson Chief of Police.

Authorize Mayor to sign an amendment to the employment contract for City Manager reflecting increase in pay due to pay compaction.

FISCAL IMPACT

The proposed agreement provides an annual base salary for the Chief of Police of \$218,400.

DISCUSSION and BACKGROUND

Following the appointment of Police Chief Michael Johnson to the role of Shasta County Sheriff, a vacancy exists in the position of Anderson Police Chief.

On August 17, 2021 the City of Anderson and City of Redding entered into an agreement to provide an Interim Police Chief. Jonathon Poletski was selected to fill that position. As the Interim Chief, Jonathon Poletski has shown to be well matched for the Anderson Police Department.

Staff also asks that further authority be granted to allow the Mayor to sign the amendment to the employee contract for the City Manager due to pay compaction.

ATTACHMENTS

Proposed Agreement with Police Chief
Amendment to City Manager employment agreement

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF ANDERSON AND JONATHON C POLETSKI**

This EMPLOYMENT AGREEMENT ("Agreement") is made by and between Jonathon C Poletski ("Employee") and the City of Anderson, a California Municipal Corporation, ("City"). The Parties hereto agree as follows:

Section 1. Employment.

1.1 The City agrees to employ Employee as Chief of Police and he agrees and does accept employment as Chief of Police upon the terms and conditions set forth herein.

1.2 Employee agrees to perform the functions and duties of Chief of Police as set forth in the Municipal Code of the City of Anderson, the California Government Code and such other functions and duties as may be established or directed by the City Manager. Employee agrees to perform all such functions and duties to the best of his ability and in a lawful, efficient and competent manner.

1.3 Employee agrees that his employment with the City is at the will and pleasure of the City Manager and that Employee's employment and this Agreement may be terminated by the City Manager, with or without cause, and without right of appeal or hearing (except as provided in Section 3.4 of this Agreement), at any time.

Section 2. Term of the Agreement.

2.1 Subject to the City Manager's right to terminate this Agreement and Employee's employment at any time pursuant to Section 3 of this Agreement, this Agreement shall be for an initial term of three (3) years, beginning September 22, 2021, and ending December 31, 2024. Subject to the City Manager's right to terminate this Agreement and Employee's employment at any time pursuant to Section 3 of this Agreement, this Agreement shall automatically be renewed for subsequent one (1) year periods unless the City Manager provides written notice to the Employee no less than three (3) months prior to the expiration of the current term or an extended term that the Agreement will be terminated. Unless otherwise provided for by a subsequent written agreement between the Parties, the terms and conditions of this Agreement shall apply to any extended term of this Agreement.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee and this Agreement, at any time, subject only to the provisions set forth in this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in this Agreement.

2.4 Except as provided in Section 2.3 of this Agreement, Employee agrees to remain in the exclusive employment of the City during the term of this Agreement, and he shall neither accept other employment nor become employed by any other person, business, or organization

during the term of this Agreement without the written approval of the City Manager. As used in this section, the term "employed" shall not be construed to include occasional teaching, writing, or consulting on Employee's time off, which may be undertaken by the Employee, provided they are conducted with persons, businesses, or organizations not within the City limits. Under no circumstances, however, may Employee engage in outside employment or other activities that present a real or potential conflict of interest with Employee's employment with the City.

Section 3. Termination and Severance Pay.

3.1 Employee serves at the will and pleasure of the City Manager and may be terminated with or without cause, and without right of appeal or hearing (except as provided in Section 3.4 of this Agreement), at any time. Consequently, nothing in this Agreement shall in any way affect or limit the City Manager's right to terminate the employment of Employee and this Agreement on an at-will basis, with or without cause, and without right of appeal or hearing (except as provided in Section 3.4 of this Agreement), at any time.

3.2 In the event that Employee and this Agreement are terminated without cause, City agrees to provide Employee with severance pay in a lump sum cash payment equal to six (6) months' base salary, less deductions required by law, and subject to the following condition: payment of severance pay shall be conditioned upon Employee executing a release and waiver of any and all claims against City, its officers, employees and agents, arising out of his employment with City, and the termination thereof, in such form as may reasonably be required by City. Severance pay shall not be payable unless and until Employee executes such release and waiver and until expiration of all waiver and revocation rights as provided by law at the time of termination of Employee's employment and this Agreement.

3.3 In the event Employee and this Agreement are terminated for cause, Employee shall not be entitled to any severance pay. Termination for cause is defined as follows:

- (a) A willful breach of this Agreement.
- (b) Habitual neglect of duties required to be performed under this Agreement.
- (c) Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
- (d) Refusal or failure to act in accordance with any directive or order of the City Manager.

3.4 In the event that Employee and this Agreement are terminated for cause, Employee will be presented with written notice of the basis for said cause. Upon receipt of said written notice, Employee, within five (5) business days, may request a hearing before the City Council. A failure to timely request a hearing acts as a waiver of the right to the hearing. The hearing will be conducted in closed session unless the Employee requests the matter be heard in open session as set forth in Government Code section 54957. The issue at the hearing shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that the Employee would not be entitled to any severance pay. Under no circumstances shall the Employee be entitled to reinstatement as a result of such hearing.

3.5 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with City, subject only to the provisions set forth in this Agreement. In the event the Employee resigns from his position with the City, then the Employee shall provide the City sixty (60) days' notice in advance, unless the Parties agree otherwise. In the event the Employee resigns, he shall not be entitled to any severance pay, but the City shall pay the Employee for accrued vacation and management leave benefits.

3.6 Notwithstanding any other provision herein, in accordance with Government Code Section 53260, the cash payment that Employee may receive in the event of the termination of this Agreement, as set forth in Section 3.2 above, shall not exceed an amount equal to the monthly base salary of Employee multiplied by the number of months left on the unexpired term of this Agreement.

Section 4. Salary, PERS, Automobile Provision, and Cellular Phone Allowance.

4.1 City agrees to pay Employee for his services rendered a base salary of Two Hundred and Eighteen Thousand, Four Hundred (\$218,400) annually, less required and authorized deductions, in installments at the same time as other employees of the City are paid. Employee will be enrolled in the CalPERS system as a Public Safety Classic member rate of 3%@55. The City Manager, in his/her sole discretion, may grant salary increases to Employee.

4.2 Employee will pay an additional 3% of reportable compensation (total of 12%) towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction on a pre-tax basis.

4.2 City shall provide Employee with a Department vehicle for Employee's exclusive use for business purposes and for commuting to and from work and shall pay for fuel, maintenance, and insurance costs of said vehicle. Employee shall be responsible for compliance with all tax laws applicable to his personal use of said vehicle.

4.3 City shall provide Employee a cellular phone and technology allowance of Seventy-Five Dollars (\$75.00) per month in lieu of providing a cell phone for Employee's business use.

Section 5. Benefits.

5.1 Employee shall be eligible for the same employee benefits as regular full time Department Heads of the City as said benefits exist from time to time, except as follows:

5.2 For vacation leave accrual purposes, Employee shall accrue Twenty-Five (25) days per year vacation leave upon the commencement of this agreement

5.3 Employee shall be credited with One Hundred (100) hours of vacation leave upon the commencement of this Agreement.

5.4 For sick leave accrual purposes, Employee shall accrue Eight (8) hours per month. Upon commencement of this Agreement Employee will be granted 250 hours into his sick leave

bank. Upon successful completion of years one (October 1, 2022), year two (October 1, 2023), and year three (October 1, 2024) and additional 250 hours of sick leave shall be placed in his sick leave bank each year. If Employee retires from the City of Anderson, he will be allowed to transfer up 1000 hours of his sick leave bank into Health Retirement Savings Account (HRSA)

5.4 To the extent the City's approved annual budget designates sufficient funds for the purposes identified in this section, the City agrees to pay for the professional dues and subscriptions necessary for the Employee's continued and full participation in national, state, regional and local associations, and organizations necessary and/or desirable for his continued professional participation, growth and advancement, and for the good of the City.

5.5 To the extent the City's approved annual budget designates sufficient funds for the following purposes, the City agrees to pay registration fees and travel subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary and/or appropriate official business and other functions for the City. Upon the prior approval of the City Manager, the City also agrees to pay for related tuition, fees, and travel and subsistence expenses of the Employee for educational degree programs, short courses, institutes, and seminars that are necessary for his professional development and the good of the City.

Section 6. Performance Evaluation.

The City Manager shall review and evaluate the performance of the Employee at least once annually.

Section 7. Indemnification

City shall defend, hold harmless, and indemnify Employee against any claim, demand, or other legal action as required by applicable law.

Section 8. General Provisions.

8.1 This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of Employee by City and contains all of the covenants and agreements between the parties with respect to the employment of Employee by City.

8.2 Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

8.3 Any modification of this Agreement will be effective only if made in writing and signed by both Employee and City.

8.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8.5 This Agreement shall be governed by and construed in accordance with the law of the State of California.

8.6 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

8.7 Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

Dated: _____

Dated: _____

By: _____
Jonathon C Poletski

By: _____
Jeff Kiser, City Manager
City of Anderson

APPROVED AS TO FORM:

ATTEST:

Collin Bogener, City Attorney

Christy White, Deputy City Clerk

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ANDERSON AND JEFFREY KISER
AMENDMENT NO. 3**

This Third Amended Employment Agreement ("Agreement") is made by and between Jeffrey Kiser ("Employee") and the City of Anderson a California Municipal Corporation ("City"). Employee and City may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Employee had previously entered into an employment agreement on December 15, 2020 governing the terms of Employee's relationship with City; and

WHEREAS, the most recent amendment to that original employment agreement was executed by the Parties on or around September 1, 2018 and continues to be the controlling document (hereinafter "First Amended Agreement"); and

WHEREAS, the City recently approved an employment agreement with the Anderson Police Chief, which requires an adjustment of pay for Employee, so that his salary is not compacted, accordingly, per section 4.2 of Kiser's agreement, Kiser's salary shall be a minimum of 5% greater than his closest paid subordinate. For that reason, the parties seek to amend the Second Amended Agreement to reflect that adjustment.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to amend the Second Amended Agreement as follows:

1) Section 4.1 of the Second Amended Agreement is amended to read as follows:

"City agrees, beginning September 22, 2021, to pay for Employee's services rendered on a base salary of \$110.25 an hour for an annual salary of \$229,320.00.

2) All of the terms and conditions not specifically modified or amended by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is effective September 22, 2021

Employee

City

Jeffrey Kiser
City Manager
City of Anderson

Susie Baugh
Mayor
City of Anderson