



City of Weed

Historic Lumber Town Incorporated 1/25/1961

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Weed, CA 96094

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CITY COUNCIL AGENDA Regular Meeting

Date of Meeting: August 14, 2025
Time of Meeting: 5:30 p.m.
Place of Meeting: **City Hall Council Chambers 550 Main Street Weed, CA 96094**
300 Almaden Blvd. San Jose, CA 95110

The City of Weed does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk at (530) 938-5020. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

PUBLIC NOTICE:

GOVERNMENT CODE, TITLE 5. LOCAL AGENCIES [50001. - 57550.] (Title 5 added by Stats. 1949, Ch. 81.) DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000. - 55821.] (Division 2 added by Stats. 1949, Ch. 81.), PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000. - 54999.7.] (Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 9. Meetings [54950. - 54963.] (Chapter 9 added by Stats. 1953, Ch. 1588.) 54954.2. (a) (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Council Members: Mark Mazzoni, Ken Palfini, Phet Virasonh, and Melissa Whetstine.

Mayor: Darrell Parham

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:

Move to accept agenda as posted or move to add or delete items.

To add item, the Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the agenda being posted.

IV. NON-AGENDA PUBLIC COMMENT

The agenda is a lawful tool used by the City Council to conduct the public's business. Subject to Government Code §54954.3, members of the public have the opportunity to address the legislative body on any item of interest that is within the Council's jurisdiction and not listed on this agenda. Comments relating to items on this agenda will be taken at the time the item is heard.

No action may be taken by the Council on matters not on this agenda. The Council has the discretion to determine the appropriate disposition of the matter presented. Three members of the Council must agree to add the matter to a future agenda. Pursuant to open meeting laws, no discussion or action, other than a referral, shall be taken by the Council on any issue brought forth.

*The Council encourages public participation, but many members of the public will be denied the opportunity to speak and to have Council action taken at a reasonable hour, if at all, if limits on time and decorum are not placed on all speakers. Individual speakers will be limited to **3 minutes each with a 20-minute maximum for public comment**. Additional opportunity for public comment may be available at the end of the meeting at the discretion of the City Council.*

Please keep comments concise and observe time limits. All remarks shall be addressed to the Council as a body and not to a single Council Member or to the audience. No person, other than the Council and persons having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the presiding officer. No question shall be asked of or by a Council Member or City staff except through and with the permission of the presiding officer

V. COUNCIL MEMBER ANNOUNCEMENTS, MEETING REPORTS AND COMMENTS

*Pursuant to Government Code §53232.3(d) members of a legislative body shall provide brief reports on **meetings** attended **at the expense of the local agency** at the next regular meeting of the legislative body.*

VI. CONSENT AGENDA

All items listed under the Consent Agenda are routine and will be approved by one motion with a vote. There will be no separate discussion of these items unless the Council request specific items be removed prior to the time the Council votes on the motion. All resolutions and ordinances on this agenda, or added hereto, shall be adopted by title only and the full reading thereof is hereby waived.

Any items removed will be considered after the motion to approve the Consent Agenda.

A. Public Works: By Motion - Council will consider second reading and adoption, by title only, of Ordinance No. 486-2025 amending Title 12, Streets, Sidewalks, and Public Places, of the Weed Municipal Code to add chapter 12.06 pertaining to Encroachment and Special Event Permits.

B. Memorandum of Understanding (MOU): By Motion - Council will consider approving MOU with the Weed Police Officers' Association for Sworn and Non-Sworn Personnel.

C. Permit Fees: By Motion – Council will consider adopting Resolution No. 22-2025 approving fees for Encroachment Permits, Special Event Permits, Appeals to City Council, and adding an additional fee to the Fence, Tree, and Sign permit applications.

D. By Motion: Council will consider approving minutes from July 10, 2025, Regular and Special Meetings, and July 19, 2025, Special Meeting.

E. By Motion: Council will consider approving payment warrants dated July 9, 2025, through August 6, 2025, including any voided warrants and manual issued items totaling \$1,854,208.15.

F. By Motion: Council will consider approval and filing of the end of month report for June and July 2025.

VII. ITEMS REMOVED FROM CONSENT

VIII. COUNCIL BUSINESS

All items listed under the Council Business below require action which may include any and/or all of the following: report, review, consideration, discussion, approval, disapproval, acceptance and rejection. Public input is invited. Individual speakers will be limited to 3 minutes each with a 20- minute maximum per item. As a rule, and unless otherwise expressly permitted by the presiding officer, after a motion is made by a member of the Council on the matter under consideration, no member of the public shall address or be permitted to address the Council.

A. **Human Resources City Manager:** By Motion - Council will consider entering into an employment agreement between the City of Weed and Dustin Stambaugh.

B. **Facilities:** By Motion – Council will consider adopting Resolution No. 23-2025 awarding the City Hall Roof Replacement Project to United Building Contractors Inc.

C. **Health & Safety:** By Motion – Council will consider approving Resolution No. 24-2025 approving additional license as public necessity and convenience for off-sale Type 21 alcoholic beverages at 175 E. Vista Drive.

D. **League of Cities – by Motion,** Council will consider selection of Voting Delegate and Voting Delegate Alternate for the Annual Conference in Long Beach October 8-10, 2025.

E. **Facilities: By Motion –** Council will consider Resolution No. 25-2025 declaring 150 Alamo Ave. as surplus property

IX. STAFF REPORTS

X. ADJOURN TO CLOSED SESSION

XI. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (§54956.9(d)(1))

City Council finds, based on advice from legal counsel, that discussion in open sessions will prejudice the position of the City in the litigation.

Name of Case: Steven Duncan v. City of Weed, California

Case Number: 25CV05223

Names of Parties: Plaintiff Steven Duncan and Defendant City of Weed, California

B. Conference with Labor Negotiator

(Gov. Code § 54957.6)

City Negotiator: Justin Mayberry, Acting City Manager

Teamsters Local 137

C. Conference with Labor Negotiator

(Gov. Code § 54957.6)

City Negotiator: Justin Mayberry, Acting City Manager

Unrepresented Employees

XII. ADJOURN TO OPEN SESSION

Announcement of action taken, if any, by the City Council in Closed Session required by the Ralph. M. Brown Act (Gov. Code, §§ 54950 et seq.)

XIII. ADJOURNMENT

Staff reports and/or other written documentation pertaining to the items on the agenda are on file in the Office of the City, Clerk and are available for public inspection during normal weekday business hours. Information may be obtained by calling (530) 938-5020. City Council Minutes and Agendas may also be available on the City's website: <http://www.ci.weed.ca.us>. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 550 Main Street during normal business hours, or on the City's website at www.ci.weed.ca.us.

Privileged and confidential documents exempted.

Posting statement: On Monday August 11, 2025, a true and correct copy of this agenda was posted on the front door at 550 Main Street, (city hall).



City of Weed

Agenda Item Summary

Meeting: City Council – 14 August 2025

Department: Chris Davis, Public Works Director

Agenda Item Title: Second Reading and Adoption, by Title only, of Ordinance No. 486-2025, an Ordinance of the City Council of the City of Weed Amending Title 12, Streets, Sidewalks, and Public Places of the Weed Municipal Code to add Chapter 12.06 pertaining to Encroachment and Special Event Permits.

Staff Recommendation: City Council move for second reading and adoption, by title only, of Ordinance No. 486-2025, an Ordinance of the City Council of the City of Weed Amending Title 12, Streets, Sidewalks, and Public Places of the Weed Municipal Code to add Chapter 12.06 pertaining to Encroachment and Special Event Permits.

Agneda Memo from July below:

Summary: During the recent encroachment permit process staff recognized the lack of direction and information regarding encroachment permits and special event permits within the Weed Municipal Code.

Before you today, a draft edition is ready for introduction and first reading or modifications as the council deems appropriate.

Fiscal impact:

Fee structure for these permits and appeal fee is currently being prepared and should be before the council in August.

Alternative Actions:

1. Move for Introduction and First Reading
2. Modify
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Ordinance No.486-2025

ORDINANCE NO. 486-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEED, CALIFORNIA
AMENDING TITLE 12, STREETS, SIDEWALKS, AND PUBLIC PLACES, OF THE
WEED MUNICIPAL CODE TO ADD CHAPTER 12.06 PERTAINING TO
ENCROACHMENT AND SPECIAL EVENT PERMITS AND FINDING THE ORDINANCE
EXEMPT FROM CEQA

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

SECTION 1. Chapter 12.06 of the City of Weed Municipal Code is hereby added to read as follows:

Encroachment and Special Event Permits

- 12.06.010 Definitions.
- 12.06.020 Generally.
- 12.06.030 Permit required.
- 12.06.040 Exemptions from permit requirements.
- 12.06.050 Prohibited encroachments.
- 12.06.060 Encroachment permit application and procedures.
- 12.06.070 Special event permit application and procedures.
- 12.06.080 Conditions of permit approval.
- 12.06.090 Appeal of the public works director's action.
- 12.06.100 Construction specifications.
- 12.06.110 Permit term.
- 12.06.120 Revocation of permit.
- 12.06.130 Display of permit.
- 12.06.140 Fees.
- 12.06.150 Required deposits.
- 12.06.160 Insurance.
- 12.06.170 Temporary street closures.
- 12.06.180 Limited operations streets.
- 12.06.190 Excavation of paved streets.
- 12.06.200 Permittee liability.
- 12.06.210 Acceptance of permit by applicant.
- 12.06.220 Nonassignment of permit.
- 12.06.230 Modifications.
- 12.06.240 Relocation of encroachment.

12.06.010 Definitions.

For the purposes of this chapter, certain words and phrases used herein are defined as follows:

A. "Encroachment" means constructing or placing temporary or permanent structures, improvements, facilities or materials in, on, over, or under any public right-of-way or using any right-of-way so as to prevent, obstruct, or interfere with the normal use of that way, including, but not limited to, the performance of any of the following acts:

1. Excavating or disturbing the public right-of-way;
2. Erecting or maintaining any post, sign, pole, fence, guard-rail, wall, pipe, conduit, cable, wire, communication service equipment, or other facility or structure on, over, or under a public right-of-way;
3. Planting any tree, shrub, grass, or other growing thing within the public right-of-way;
4. Placing or leaving on the public right-of-way any rubbish, brush, earth, or material;
5. Constructing, placing, or maintaining on, over, under, or within a public right-of-way any pathway, sidewalk, driveway, or other surfacing; any culvert or other surface drainage or subsurface drainage facility; or any pipe, conduit, wire, communication service equipment or facility, or cable;
6. Constructing, placing, planting, or maintaining any structure, embankment, excavation, tree, or other object adjacent to the public right-of-way which causes or may cause an encroachment.

B. "Encroachment permit" means a permit issued by the city authorizing an encroachment.

C. "Enforcing authority" means the city or an authorized agent.

D. "Permittee" means any person, firm, corporation, public utility or public agency desiring to obtain or having obtained an encroachment permit and/or special event permit as defined in this section.

E. "Public agency" means any city, county, public corporation or public district established through due process of law.

F. "Public improvements" includes street improvements, storm drainage, sewer, water, landscaping and other related improvements which the city will maintain upon completion.

G. "Public street" means any street which has been accepted by the city for public use.

H. "Public utility" means private corporations authorized by law to establish and/or maintain any works or facilities in, under or over any public street. This chapter shall not limit the powers and duties vested by law in the Public Utilities Commission of the state, and in the event of any conflict, the Public Utilities Commission rules shall govern.

I. "Public right-of-way" shall have the same meaning given that term by California Public Utilities Code Section 5830(o) and land which by deed, conveyance, agreement,

easement, dedication, usage or process of law is reserved for and dedicated to the general public and maintained under public authority or by others and located within streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, pedestrian walkways, storm drainage and similar public property.

K. "Public works director" means the city's director of public works or a designee thereof.

L. "Site development permit" means a permit for the construction of public improvements within public right-of-way for which an encroachment permit or permits would be required.

M. "Specification" means those specifications approved by the city engineer.

N. "Special event" means any parade, congregation, assembly, attraction, display, demonstration, fair, festival, event, concert, performance, march, ceremony, show, exhibition, pageant, street procession or other gathering of 25 or more persons.

O. "Special event permit" means a permit issued by the city authorizing activity in or upon any public street, park, right-of-way, or other public grounds in the city for the purpose of a special event.

12.06.020 Generally.

A. The standards and procedures provided in this chapter are adopted for the protection and preservation of public property; the proper control and inspection of the construction of public improvements within public rights-of-way for which the city will provide future maintenance; and for the general health, welfare and safety of the public. The city shall administer this chapter with respect to any activity or speech that is protected by the First Amendment in such a manner as to prevent inhibiting the free exercise of or participation in such activity or speech, and shall not apply any requirement herein except as necessary to protect the public health and safety by the least restrictive means possible.

B. It is the city's policy to prohibit any open excavation within the paved sections of any public street unless it can be demonstrated to the satisfaction of the public works director that no other feasible alternatives are available.

C. No open excavations are permitted on repaved public streets within five years from the date of final completion of the street repaving, except as explicitly exempted in Section 12.06.040.

D. No building permit for any construction for which an encroachment permit is also required will be issued until the encroachment permit has been obtained.

12.06.030 Permit required.

A permit issued by the public works director is required for any encroachment or special event as defined by this chapter, unless explicitly exempted by Section 12.06.040.

12.06.040 Exemptions from permit requirements.

A. The provisions of this chapter shall not apply to officers or employees of the city acting in the discharge of their official duties, or any work being performed by any person pursuant to a contract with the city.

B. The provisions of this chapter shall not prevent any public utility from lawfully maintaining any facility on or under any public right-of-way, or from making emergency excavations as may be necessary for the preservation of life or property, subject to subsection C below.

C. If an urgent necessity arises requiring immediate encroachment in or upon public right-of-way during the hours the offices of the city are closed, the person making an emergency encroachment on a public street must notify the city police department immediately and must apply for an encroachment permit the first day the offices of the city are again opened. This requirement shall also apply to any public agency requiring any emergency encroachment.

12.06.050 Prohibited encroachments.

The following encroachments are specifically prohibited, and no applications shall be accepted nor permits issued therefor:

A. Construction or maintenance of a loading dock on or in a public right-of-way.

B. Installation or maintenance of underground tanks, vaults, or elevators, except that underground vaults may be permitted as a part of facilities owned by public utilities and public agencies;

C. Construction or placement of any fill, wall, pipe, column, pole, fence, tree, shrub or other thing which would obstruct and reduce the capacity of any watercourse to carry storm water.

12.06.060 Encroachment permit application and procedures.

A. General. Any person seeking an encroachment permit shall, not less than 45 days before the date on which the encroachment is contemplated to occur, file with the city clerk a verified application on a form furnished by the city. The application for encroachment permits may be obtained at the office of the city clerk.

B. Plans. The permittee shall provide plans and details necessary to determine the exact location, nature, dimensions, duration and purpose of the desired encroachment, as well as the necessary level of review required under the California Environmental Quality Act (CEQA) for issuance of the permit. Improvement plans shall be prepared by or under the direction of a registered civil engineer. The form and content of all plans shall be in accordance with standards approved by the public works director.

C. Documents. The permittee shall provide detailed engineering calculations for which the design of any public improvements are based.

D. Consent of Public Agencies, Utilities, or Adjacent Property Owners. The applicant shall be solely responsible for securing any permission, permit, license, approval or consent from any other public agencies which may be required or for permission from adjacent property owners for construction, road closures, or other activities occurring outside of the permittee's property boundary. Evidence of any and all required consents in a form satisfactory to the public works director shall be submitted with the permit application. The applicant shall be responsible for coordinating the encroachment and any contemplated work with the city and other public agencies as necessary.

E. Approval. Upon finding the permit application conforms to the provisions of this chapter and other applicable provisions of the WMC, the public works director may issue an encroachment permit.

F. Denial. If the public works director finds that the permit application is in conflict with any provisions of this chapter or any other applicable provisions of the WMC, the public works director shall deny the permit.

G. Commencement of Work. The permittee shall begin the work or use authorized by an encroachment permit within ninety days from the date of issuance unless a different period is stated in the permit, or an extension of time is granted by the public works director. If the work or use is not begun accordingly, the permit shall become void.

H. Completion of Work. The permittee must complete the work or use authorized by a permit issued pursuant to this chapter within the time specified in the permit. If at any time the public works director finds that the delay in the prosecution or completion of the work or use authorized is due to lack of diligence on the part of the permittee, the permit may be revoked as provided for in Section 12.06.120.

I. Inspection. Unless specifically exempted by Section 12.06.040, no encroachment work shall take place without prior inspection by the public works director. Inspection procedures and requirements shall be as established by the public works director. Inspections by the public works director must be requested at least twenty-four hours (excluding weekends, holidays or other city non-working days) in advance of the work to be performed. No work shall be performed on weekends, holidays or other city non-working days without prior authorization of the public works director.

12.06.070 Special event permit application and procedures.

A. Any person desiring to conduct or manage a special event shall, not less than 45 days before the date on which it is proposed to conduct such special event, file with the city clerk a verified application, on a form furnished by the city setting forth the following information:

1. The name, address, email address, and telephone number of the person or organization wishing to conduct the special event;
2. If the special event is proposed to be conducted for, on behalf of or by an organization, the name, address, email address, and telephone number of the authorized and responsible head of such organization;
3. The name, address, email address, and telephone number of the person who will be the special event chair and will be responsible for its conduct;
4. The location of the special event;
5. If applicable, the route to be traveled, the starting point and the termination point;
6. A description of the nature of the special event;
7. The date(s) when the special event is to be conducted;
8. The hour when the special event will start and terminate;
9. The approximate number of persons, animals and vehicles that will constitute and/or attend the special event;
10. A description of any temporary structure(s);
11. A description of the intended parking facilities;
12. Evidence of any and all necessary permission(s), permit(s), license(s), approval(s), or consent(s) from any other public agencies or private property owners;
13. Plans and details sufficient to determine the necessary level of review required under the California Environmental Quality Act (CEQA) for issuance of the permit; and
14. If the special event is designed to be held by and on behalf of any organization other than the applicant, the applicant for such permit shall include a communication in writing from such organization authorizing the applicant to apply for such permit on its behalf.

B. The time for applying for a permit set in subsection A shall not apply to any noncommercial activity or speech that is protected by the First Amendment, without consideration of its message or content, where application of such time limit would inhibit the free exercise of or participation in such activity or speech. The time for applying for a permit under this subsection shall be reduced to not more than 72 hours, consistent with the necessity to protect the public health and safety by the least restrictive means possible. Notwithstanding any other time limit set for permit issuance or appeal, all action on a permit application under this subsection shall be consistent with the provisions herein for assuring free exercise of protected activity and speech.

C. The public works director shall issue a special event permit if, from consideration of the application and such other information as may be obtained, the public works director finds that:

1. The application provides all necessary information required by subsection A;
2. The conduct of the special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its location; and
3. The conduct of the special event is not reasonably likely to cause injury to persons or property.

If the applicant for a special event permit seeks authorization that exceed the scope of the public works director's authority under this section, including but not limited to temporary street closures under Section 12.06.070 or the sale and use of alcoholic beverages under Chapter 9.16, the applicant is also required to obtain the approval of the body or person with the necessary decision-making authority.

12.06.080 Conditions of permit approval.

A. In issuing an encroachment permit or special event permit, the public works director may impose reasonable requirements or conditions upon the use of the permit as may be necessary to ensure public safety and welfare and as may be necessary to ensure public property is restored to a condition equal to or better than that which existed prior to the encroachment.

B. When an encroachment permit authorizes existing paved streets to be open cut, a permittee may be required to seal coat or overlay with asphalt concrete a section of roadway each side of the excavation. The limits of seal coating or overlay shall be as approved by the public works director or city engineer and as is sufficient to ensure the excavated area visually blends into the existing street area, maintains long-term structural stability, and provides a smooth riding surface.

12.06.090 Appeal of the public works director's action.

A. If any applicant is dissatisfied with decisions of the public works director in respect to the conditions of approval or the denial of a permit application, they may appeal such a decision to the city council. The appeal shall be in writing and filed with the city clerk within ten calendar days from the date of the decision by the public works director, shall set forth the basis of the appeal, and shall be accompanied by the applicable appeal fee provided in the city's fee schedule currently in effect.

B. The city clerk shall schedule the appeal for consideration by the city council at the earliest possible and feasible regular city council meeting.

C. The city council may modify, delete, or add to any of the conditions set forth by the public works director, provided that the council's action is consistent with the provisions and spirit of this chapter and the general welfare and safety of the public.

12.06.100 Construction specifications.

All public improvements shall be constructed in accordance with city standard specifications. Other public improvements not described in the city standard specifications shall be constructed in accordance with the latest edition of the State of California Standard Specifications (Caltrans). Traffic control plans shall be in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD), the latest edition. The public works director may establish other such standards and specifications necessary for the proper construction, safety requirements, use and maintenance of encroachments.

12.06.110 Permit term.

The term of the encroachment or special event shall be as set forth in the approved permit. A permit for a continuing use or for maintaining an encroachment or special event may be granted for a period not to exceed one year from the date of issuance.

12.06.120 Revocation of permit.

A. The public works director may revoke an encroachment permit or special event at any time upon finding:

1. The permittee has failed to comply with or has violated any city ordinance, city standards, safety regulations, or any condition of the issuance of the permit; or
2. The continuing allowance of the encroachment or special event, whether because of changed conditions or otherwise, interferes with or jeopardizes public safety or welfare.

B. Upon revocation of the permit, the permittee shall immediately restore the public right-of-way to a condition as required by the public works director. If the restoration is not completed within the time specified by the public works director, the city may take any and all necessary action so required to restore the right-of-way. Any and all costs incurred by the city for enforcement of this section shall be at the expense of the permittee. Cost incurred by the city will be recovered from any deposits or bonds posted by the permittee, and if necessary, by legal action.

12.06.130 Display of permit.

A. The permittee shall keep any encroachment permit issued pursuant to this chapter at the site of the work or in the cab of a vehicle when movement on a public street is involved. The permit shall be shown to any city employee or law enforcement officer on demand.

B. A permit issued for continued use or maintenance of an encroachment for a period longer than fourteen days may be kept at the place of business of the permittee or otherwise safeguarded during the permit term, but shall be made available to any city employee or law enforcement officer no later than forty-eight hours after demand is made.

C. A special event permit shall be carried by a person heading or leading the event at all times during the special event and shall be shown to any city employee or law enforcement officer on demand.

12.06.140 Fees.

A. General. Prior to the issuance of a permit, the applicant shall pay all applicable fees, as adopted by the city council.

B. Repair of Public Right-of-Way. Fees for encroachment permits to repair, replace, or enhance features within the public right-of-way may be waived at the sole discretion of the public works director, provided it conforms to the following criteria:

1. Waivers shall only be granted for minor projects not otherwise subject to city permits; and

2. The work must be for the primary purpose of repairing, replacing, or enhancing public features, including but not limited to repair of sidewalks, repair of curb and gutter, or replanting landscape strips.

12.06.150 Required deposits.

A. Prior to issuance of a permit, an applicant shall be required to provide a refundable security deposit in an amount determined by the public works director to be sufficient to ensure recovery of city costs and resources, including, but not limited to, staff time in preparing for, monitoring, inspecting, securing, repairing, and restoring city property in relation to the encroachment or special event.

B. A permittee who fails to abide by permit conditions may be subject to loss of security deposit.

C. Within 90 days from the date of completion of all encroachment work or the special event, the city shall prepare an invoice outlining expenses incurred and either refund or charge the permittee the balance remaining or owed. If applicant owes city additional reimbursement, such reimbursement shall be made within 30 days of receipt of invoice.

D. Permit applicants with outstanding balances owed to the Town shall not be granted further permits until balance owed is resolved.

12.06.160 Insurance.

A. The public works director may require the permittee to take out, carry and keep in force general liability insurance in minimum amounts of \$2,000,000.00 each occurrence and \$4,000,000.00 aggregate. The permittee shall also obtain a certificate of insurance and original endorsements naming the city as co-insured to accompany the application, which shall be in a form acceptable to risk management and available for review no less than 15 working days prior to the scheduled event or commencement of work. Thirty days' advanced notice shall be provided to the city of the cancellation or expiration of such insurance.

B. No applicant shall be required to comply with the insurance requirements of this section if the activity proposed for the special event is protected by the First Amendment to the United States Constitution and the applicant produces evidence that complying with the insurance provision is impossible or so financially burdensome that it would preclude the proposed special event from occurring.

12.06.170 Temporary street closures.

Where an encroachment permit or special event permit requests a temporary street closure, the request will be reviewed by the police department, public works department, and fire department for its effect upon traffic and public safety. The

temporary street closure must be approved by the city council in accordance with California Vehicle Code section 21101, et seq. and any other applicable law.

12.06.180 Limited operations streets.

The public works director may restrict the encroachment or special event to specific hours in order to provide for the proper flow of traffic during critical periods of the day.

12.06.190 Excavation of paved streets.

No excavations shall be permitted within the paved area of public streets unless the applicant can prove to the satisfaction of the public works director that the following conditions exist:

A. Boring of the utility is not feasible; and

B. No reasonable alternate utility alignment is available outside the paved street area; and

C. The cut area and an adjacent area shall be resurfaced as approved by the public works director. The limits of resurfacing shall be as determined by the public works director to ensure the excavated area blends visually and maintains structural stability with the surrounding area. The applicant shall be responsible for the replacement of any and all obliterated, removed, or destroyed pavement markings or traffic devices; and

D. Excavations within arterial streets are prohibited, except as permitted by Section 12.06.040 of where it can be demonstrated to the satisfaction of the public works director that no other feasible alternatives are available.

12.06.200 Permittee liability.

The permittee shall, agree to hold the city, its officials, officers, agents, and employees harmless from any and all liability, claims, suits or actions for any and all damages alleged to have been suffered by any person or property by reason of the permittee's special event and/or the installation, operation, maintenance or removal of the encroachment to the full extent permitted by law. Notwithstanding the foregoing, to the extent such agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, such duties of permittee to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

12.06.210 Acceptance of permit by applicant.

Acceptance by the applicant of the permit shall be conclusive evidence of the reasonableness of the conditions and terms imposed thereon and shall constitute a waiver of any right to legislative determination thereof.

12.06.220 Nonassignment of permit.

Permits shall be issued only to the person making application and may not be assigned to another person by the permittee. If any permittee assigns the permit to another, the permit will be revoked.

12.06.230 Modifications.

No modifications or changes may be made in the location, dimensions, character, or duration of the encroachment or special event authorized by the permit except upon written authorization of the public works director.

12.06.240 Relocation of encroachment.

A. If any future construction, reconstruction or maintenance work by the city on the right-of-way necessitates the relocation, removal or abandonment of an encroachment, the permittee shall relocate, remove or abandon the encroachment at the permittee's sole expense.

B. When relocation is required, the public works director shall make written demand of the permittee that the encroachment be relocated within the right-of-way to a satisfactory location provided by the public works director, and shall designate a reasonable time for such relocation or removal. In determining what is a reasonable time under this section, the public works director shall take into consideration the nature of the encroachment, the urgency of the need for its removal, the cost of its removal, the difficulty of its removal, the value of the property to the owner, and other facts peculiar to the particular situation. If the permittee fails to comply with such instructions, the city may relocate or remove the encroachment at the expense of the permittee.

C. The provisions of this section shall apply to all permittees, including public agencies and public utilities having authority to occupy public rights-of-way pursuant to a franchise or an express provision of state statute, unless in conflict with a franchise agreement with the city, or in conflict with applicable state or federal law or regulation.

SECTION 2. California Environmental Quality Act. The City Council hereby finds and determines that the action taken in this Ordinance is general policy and procedure making that does not commit the City to any action that may have a significant effect on the environment. Accordingly, under the provisions of sections 15061(b)(3) and 15378(b)(2) of Division 6 of Title 14 of the California Code of Regulations, the CEQA Guidelines, the adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act. The City Council directs City staff to file a Notice of Exemption within five (5) days following adoption of this Ordinance with the Siskiyou County Clerk.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its

application to other persons and circumstances. The City Council of the City of Weed declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 4. Effective Date. This Ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Weed ordinance.

SECTION 5. Inconsistencies. Any provisions of the Weed Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 6. Codification. The City Clerk is directed and authorized to instruct the publisher of the City of Weed Municipal Code that codification of this Ordinance is limited to Section 1.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law.

I hereby certify that the foregoing Ordinance was introduced for first reading at a regular meeting of the City Council of the City of Weed held on the 10th day of July 2025, and thereafter adopted at a regular meeting of said Council held on the _____ day of August 2025, by the following vote:

AYES: Council Members
NAYS:
ABSENT:
ABSTAINING:

Darrell Parham, Mayor

ATTEST:

Sandra Duchi, City Clerk



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Aug 2025

Agenda Item Title: Approval of the FY 25-28 Memorandum of Understanding (MOU) with Weed Police Officers Association for Sworn and Non-Sworn Members

Staff Recommendation: City Council approve the Memorandum of Understanding(s) for Sworn and Non-Sworn personnel for the Weed Police Officers Association.

Summary: Staff and Council designees successfully met with POA negotiation team. The attached two MOU's have been reviewed and approved by the POA President, and Staff.

Alternative Actions:

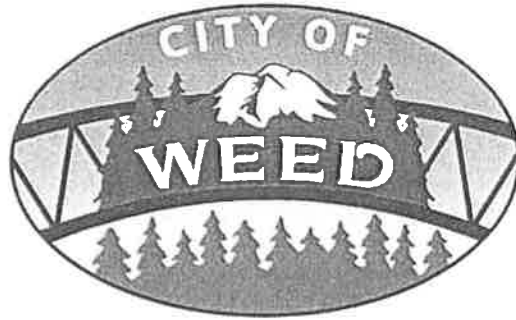
1. Approve
2. Postpone
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

MOU Sworn and Non-Sworn



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF WEED
AND THE
WEED POLICE OFFICERS' ASSOCIATION
(SWORN UNIT)**



For the period

July 1, 2025 - June 30, 2028

Ratified by Weed City Council: [Insert Date]

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Article 1
General Provisions

1.1 Parties to the Memorandum:

This Memorandum of Understanding is made and entered into effective the 1st day of July 2025, by and between the City of Weed and the Weed Police Officers' Association, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of sworn police employees. Upon ratification by the City Council this Memorandum will become binding between the City of Weed and the Weed Police Officers' Association and its members.

1.2 Validity of Memorandum:

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below.

1.3 Recognition:

The Association is the recognized employee organization for members in the following classifications:

- Police Sergeant
- Police Corporal
- Police Officer

1.4 Effective Date and Term:

This Memorandum of Understanding shall take effect July 1, 2025 and shall remain in full force and effect through the thirtieth (30th) day of June 2028. In the event that a new contract is not agreed upon by the thirtieth (30th) day of June 2028, both parties agree that this contract will remain legally binding until such a time a new contract is agreed upon. This Memorandum of Understanding shall only become effective with approval of the Weed City Council and the Association.

1.5 Effect of Memorandum:

During the term of this Memorandum, the provisions hereof shall govern the wages, hours, benefits, and working conditions of employees with the represented unit covered by the Memorandum. Nothing herein shall be construed to limit the authority by the City to change or modify the Employee Personnel System or the Personnel Rules or Regulations, subject, however, to the City's obligation to meet and confer, in accordance with applicable law, with the Association.

1.6 Employee Rights:

Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment.

Neither the City nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of these rights.

1.7 City Rights:

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations and the provisions of this Memorandum, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable ordinance and resolution provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, funds, or for other reasonable cause; (f) to determine the mission of its departments, its budgets, its organization, the number of employees, and the number, types, classifications and grades of positions of employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing the work; and (g) to take whatever action that may be necessary and appropriate to carry out its mission in situations of emergency.

1.8 Non Discrimination Clause:

As may be required by State or Federal Law, both City and Association agree not to discriminate against any employee because of legitimate union activity or affiliation, political belief, race, creed, color, religion, nationality, age, sex, sexual preference, physical condition or national origin.

1.9 Requirement to Meet and Confer:

- A. Except in cases of emergency, the City shall give reasonable written notice to the Association when its members are significantly affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City.
- B. The City and/or its authorized representatives shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action.
- C. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer reasonably promptly upon request by either

party and continue for a reasonable period of time in order to freely exchange information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses, "as defined by law" where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

Article 2

Salary Ranges, Adjustments and Compensation

2.1 Salary:

Salary ranges for each classification are specified in Appendix "A," attached to this Memorandum. Retroactively effective with the pay period beginning on July 1, 2025, all Association classifications shall receive a 3% COLA, which is reflected in Appendix "A." Additionally, effective with the pay period beginning on August 1, 2025, all Association classifications shall receive a 14% increase in salary, which is also reflected in Appendix "A."

Effective with the pay periods beginning on July 1, 2026, and July 1, 2027, all Association classifications shall receive an additional 3% increase in salary.

2.2 Educational Incentive Program:

Because it is in the best interest of the City and safety personnel to keep members of the Police Department informed and up-to-date on current law enforcement techniques and procedures, the following incentive program is instituted:

- A. A member attaining the POST Intermediate Certificate will be entitled to 3% special pay above the base salary
- B. A member attaining the POST Advanced Certificate will be entitled to 3% special pay above the base salary
- C. A member attaining an Associate's Degree with a major in law enforcement, criminal justice, public or business administration, psychology or a related field as determined by the Weed Chief of Police will be entitled to 3% special pay above the base salary
- D. A member attaining a Bachelor's Degree with a major in law enforcement, criminal justice, public or business administration, psychology or a related field as determined by the Weed Chief of Police will be entitled to 6% special pay above the base salary when a Bachelors Degree is obtained without an Associates Degree. When a member has attained a Bachelors Degree in conjunction with an Associates Degree, the member will be entitled to 3% special pay for each degree.
- E. Those members receiving special pay as of June 30, 2011 for an Associate's degree or bachelor's degree in a major other than those described above shall continue receiving the special pay.

2.3 Special Pay:

Additional compensation shall be paid for those officers that are assigned to perform the following special duties:

- Siskiyou County Interagency Narcotics Task Force Officer
- Investigator/Detective
- Field Training Officer (FTO) during period of duty performance
- Public Information Officer (PIO)

These officers receive a three percent (3%) increase.

2.4 Promotion:

Promotions to a higher position within this unit shall be at the same step designation.

2.5 Court Pay

When an employee is off duty and is required to appear in court such employee shall earn Court Pay.

a. Employees subpoenaed are to be considered on court standby. If an employee is subpoenaed to appear in court while off duty, and the employee receives notice of cancellation of the subpoena at least 24 hours before the time for appearance, the employee shall not be eligible for court standby. If the employee receives notice of the cancellation at any time after this, the employee will earn Court Standby Pay in an amount equal to four hours of Regular Pay.

Article 3

Medical, Dental, Vision, Life and Disability Plans

3.1 Medical Plan:

- A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125.
- B. The City will contribute monthly funding toward the eligible employee's health plan as set forth below:
 - 1) Each employee's health insurance contribution shall be determined on an individual basis.
 - 2) The City will pay 100% of the employee's premium cost and one-half of the employee's dependent cost for the California Peace Officers Research Association of California (PORAC) Plan. Each employee who elects to cover dependents will pay 20% of the additional cost (over the individual cost) for such coverage for the Cal-PERS Select Plan.

- C. Employees may elect to opt out of the City health care plan(s) provided that they are able to show proof of receiving health care coverage from another source. Employees who elect to opt out of the City's health care plan shall receive three hundred and fifty dollars (\$350) each month.

3.2 Dental Plan:

The City will continue to contribute, on behalf of each eligible employee, 100% of the eligible employee's dental plan.

3.3 Vision Plan:

The City will continue to contribute, on behalf of each eligible employee, 100% of the eligible employee's vision plan.

3.4 Life Insurance Plan:

The City will continue to provide, at no cost to the employee, \$25,000 in group term life insurance.

3.5 Long Term Disability Plan:

None

3.6 Deferred Compensation

The City will match one-half of an employee's contribution to one of the three 457 plans the City participates in up to a maximum City contribution of 2%.

Article 4 **Vacation and Leave**

4.1 Vacation Leave:

Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

Months of Employment	Vacation Hours Accrued Per Pay Period (Based on 26 equal pay periods per year)
1 -36 months	3.69 hours (96 hours per year)
37-180 months	5.23 hours (136 hours per year)
181 months and on	6.77 hours (176 hours per year)

- A. The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.

- B. The City agrees to permit probationary employees to use earned vacation time during the probationary period.

4.2 Vacation Accrual:

Maximum accrual is based on the calculation of twice the amount of annual accrual.

4.3 Holidays:

- A. Holidays for members are:

- July 4th -(Independence Day),
- » First Monday in September-(Labor Day),
- November 11th-(Veterans. Day),
- Thanksgiving Day,
- Friday following Thanksgiving,
- December 25th
- January 1st
- Third Monday in January - (Martin Luther King),
- The Third Monday in February-(President's Day),
- The last Monday in May-(Memorial Day) and,
- One floating holiday where the member does not actually work the holiday
- Member's Birthday

- B. Holiday pay is computed at the member's regular base hourly wage times eight hours of base pay. Compensatory time of 3.69 hours per each two week pay period shall be earned and placed in the member's compensatory time bank at the end of each pay period. Members classified as working less than full time, but greater than half time shall have the compensatory time prorated based on their time classification.
- C. The members of the unit agree to forego base pay multiplied by one and one half actual hours worked in addition to holiday pay. The City and Association recognize that the overtime previously paid on holidays shall be recalculated into the total City contribution in Section 3.1.

4.4 Sick Leave:

- A. All employees, except part-time and extra help employees, shall be entitled to 3.69 hours of sick leave, per pay period, with no accumulation limit. (96 hours per year)
- B. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.
- C. In case of illness extending beyond three (3) days duration, the employee may be required by the department head to furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that

sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

4.5 Catastrophic Leave Transfer

- A. City employees of this unit may donate an unlimited amount of sick leave hours (in whole hours) to another City employee of this unit who has sustained a life threatening or debilitating illness, injury or condition and has exhausted their sick leave. The donating employee shall retain a minimum of eighty (80) hours in their sick leave account. The transfer shall be on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- B. All donated hours must be voluntary.
- C. The City agrees to maintain the privacy of employees making a donation should they wish to remain anonymous.

4.6 Military Leave

- A. Military leaves of absence will be provided to members in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable California laws that protect individuals with military commitments from detrimental employment decisions based on those commitments.

Article 5

Allowances n Reimbursement

5.1 Uniform Allowance:

- A. Members of the Police Department designated by the Chief of Police (Police Sergeants, Police Corporals and Police Officers) where uniforms or exceptional clothing are mandatory in the performance of their duties shall receive a uniform allowance in the amount of \$675.00 per year. The uniform allowance shall be paid by the first paycheck in July of each year.
- B. In the case of newly hired officers, the uniform allowance shall be paid on a prorated calculation. If the member's uniforms exceed the amount allotted, the city agrees to pay the additional amount and deduct the additional from the up-coming year's allowance.
- C. The City agrees to replace or reimburse employees for uniform articles that are lost or damaged in the line of duty so long as such loss or damage is not the result of substantial fault or negligence on the part of the employee. Each occurrence of loss or damage shall be accompanied by a report describing how the loss or damage occurred.

5.2 Safety Equipment:

In accordance with Government Code Section 50081 the City will furnish each safety officer the following equipment:

1. Service revolver or other suitable pistol
2. Holster

3. Belt
4. Ammunition
5. Nightstick
6. Handcuffs
7. Raincoat
8. Rain boots

Said equipment shall remain the property of the City.

Article 6

Work Hours, Overtime, Compensatory Time Off

6.1 Overtime:

- A. Overtime is defined as a City-required act or time expenditure by an employee in excess of the 80 hours worked in a 14 day work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualification, required classes or courses, court appearances, and special assignments as prescribed by applicable state and federal law not occurring within the normal hours scheduled for the employee.
- B. Any such act or time expenditure required of an employee by the City after the employee has completed a continuous period of duty and must be called back to perform such additional duty, prior to the next scheduled duty, shall receive a minimum of two hours of compensation. Call back for court appearances on off-duty time shall be a minimum two (2) hours of compensation.
- C. The overtime rate will be computed on a time and one-half basis.
- D. Overtime worked maybe selected as pay or compensatory time off (CTO) at the discretion of the employee within the applicable payroll period. Unused CTO shall be paid off during the first pay period of December of each year. The pay off may include birthday pay accrued during the current year.
- E. Approved sick leave, vacation leave and CTO utilized by the employee will be counted as time worked for the purpose of computing overtime.
- F. Accumulated CTO will either be paid to the employee or calculated at the prior pay scale in the event of a pay raise.

Article 7

Retirement

7.1 Employee Retirement Plan:

City will maintain enrollment of employees in the PERS 2% @55 retirement plan for classic employees and 2% @ 57 for PEPRAs employees. All employees, whether classic or PEPRAs, shall be required to pay the employee's PERS contribution to the Public Employees Retirement System.

Article 8
Concerted Activities

8.1 Concerted Activities:

- A. The parties to this Memorandum recognize and acknowledge that the services performed by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Weed. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.
- B. City agrees not to lock out employees.
- C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to *any* work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Weed, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective the 1st day of July, 2025.

For the CITY OF WEED:

For the WEED POLICE OFFICERS'
ASSOCIATION (SWORN):

Darrell Parham, Mayor

Tim Green, President

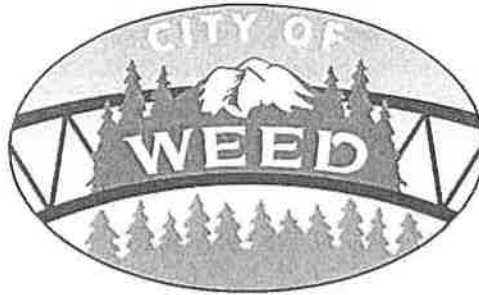
APPENDIX "A"

8-1-2025

City of Weed Monthly Salary Range for
Weed Police Officers' Association SWORN UNIT.

Position	Step						
	A	B	C	D	E	F	G
Police Officer	5390	5550	5717	5890	6066	6369	6687
Police Corporal	6369	6560	6756	6958	7107	7524	8053
Police Sergeant	7524	7751	7985	8224	8468	8893	9354

City may hire other than Step A considering experience and education. Steps A-E are generally available at 12-month increments but are determined based on merit and performance and may be awarded at the discretion of the Chief for meritorious performance. Step F is only available 60 months (5 years) following having attained Step E. Step G is only available 60 months (5 years) following having attained Step F. Steps F and G are mandatory and not dependent on merit.



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF WEED
AND THE
WEED POLICE OFFICERS' ASSOCIATION
(NON-SWORN UNIT)**



For the period

July 1, 2025 - June 30, 2028

Ratified by Weed City Council [Insert Date]

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Vacation and Leave

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Concerted Activities

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Article 1
General Provisions

1.1 Parties to the Memorandum:

This Memorandum of Understanding is made and entered into effective the 1st day of July 2025, by and between the City of Weed and the Weed Police Officers' Association, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of Non-Sworn police employees. Upon ratification by the City Council this Memorandum will become binding between the City of Weed and the Weed Police Officers' Association and its members.

1.2 Validity of Memorandum:

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below.

1.3 Recognition:

The Association is the recognized employee organization for members in the following classifications:

- Community Services Officer I
- Community Services Officer II
- » Public Safety Dispatcher
- Administrative Secretary

1.4 Effective Date and Term:

This Memorandum of Understanding shall take effect July 1, 2025 and shall remain in full force and effect through the thirtieth (30th) day of June 2028. In the event that a new contract is not agreed upon by the thirtieth (30th) day of June 2028, both parties agree that this contract will remain legally binding until such a time a new contract is agreed upon. This Memorandum of Understanding shall only become effective with approval of the Weed City Council and the Association.

1.5 Effect of Memorandum:

During the term of this Memorandum, the provisions hereof shall govern the wages, hours, benefits, and working conditions of employees with the represented unit covered by the Memorandum. Nothing herein shall be construed to limit the authority by the City to change or modify the Employee Personnel System or the Personnel Rules or Regulations, subject, however, to the City's obligation to meet and confer, in accordance with applicable law, with the Association.

1.6 Employee Rights:

Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment.

Neither the City nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of these rights.

1.7 City Rights:

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations and the provisions of this Memorandum, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable ordinance and resolution provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, funds, or for other reasonable cause; (f) to determine the mission of its departments, its budgets, its organization, the number of employees, and the number, types, classifications and grades of positions of employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing the work; and (g) to take whatever action that may be necessary and appropriate to carry out its mission in situations of emergency.

1.8 Non Discrimination Clause:

As may be required by State or Federal Law, both City and Association agree not to discriminate against any employee because of legitimate union activity or affiliation, political belief, race, creed, color, religion, nationality, age, sex, sexual preference, physical condition or national origin.

1.9 Requirement to Meet and Confer:

- A. Except in cases of emergency, the City shall give reasonable written notice to the Association when its members are significantly affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City.
- B. The City and/or its authorized representatives shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action.
- C. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer reasonably promptly upon request by either party and continue for a reasonable period of time in order to freely exchange information, opinions, and

proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses, "as defined by law" where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

Article 2

Salary Ranges, Adjustments and Compensation

2.1 Salary:

Salary ranges for each classification are specified in Appendix "A," attached to this Memorandum. Retroactively effective with the pay period beginning on July 1, 2025, all Association classifications shall receive a 3% COLA, which is reflected in Appendix "A." Additionally, effective with the pay period beginning on August 1, 2025, all Association classifications shall receive a 14% increase in salary, which is also reflected in Appendix "A."

Effective with the pay periods beginning on July 1, 2026, and July 1, 2027, all Association classifications shall receive an additional 3% increase in salary.

2.2 Educational Incentive Program:

Because it is in the best interest of the City and safety personnel to keep members of the Police Department informed and up-to-date on current law enforcement techniques and procedures, the following incentive program is instituted:

- A. A member attaining the POST Dispatcher Intermediate Certificate will be entitled to 3% special pay above the base salary
- B. A member attaining the POST Dispatcher Advanced Certificate will be entitled to 3% special pay above the base salary
- C. A member attaining an Associate's Degree with a major in law enforcement, criminal justice, public or business administration, psychology or a related field as determined by the Weed Chief of Police will be entitled to 3% special pay above the base salary
- D. A member attaining a Bachelor's Degree with a major in law enforcement, criminal justice, public or business administration, psychology or a related field as determined by the Weed Chief of Police will be entitled to 6% special pay above the base salary when a Bachelors Degree is obtained without an Associates Degree. When a member has attained a Bachelors Degree in conjunction with an Associates Degree, the member will be entitled to 3% special pay for each degree.
- E. Those members receiving special pay as of June 30, 2011 for an Associate's degree or a bachelor's degree in a major other than those described above shall continue receiving the special pay.

2.3 Special Pay:

Additional compensation shall be paid for those assigned to perform the following special duties:

- Evidence Technician
- Public Safety Dispatch Field Training Officer

The individual qualified to receive the assignment shall be paid an additional 3% of their step amount.

2.4 Promotion:

Promotions to a higher position within this unit shall be at the same step designation.

2.5 Court Pay

When an employee is off duty and is required to appear in court such employee shall earn Court Pay.

a. Employees subpoenaed are to be considered on court standby. If an employee is subpoenaed to appear in court while off duty, and the employee receives notice of cancellation of the subpoena at least 24 hours before the time for appearance, the employee shall not be eligible for court standby. If the employee receives notice of the cancellation at any time after this, the employee will earn Court Standby Pay in an amount equal to four hours of Regular Pay.

Article 3

Medical, Dental, Vision, Life and Disability Plans

3.1 Medical Plan:

- A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125.
- B. The City will contribute monthly funding toward the eligible employee's health plan as set forth below:
 - 1) Each employee's health insurance contribution shall be determined on an individual basis.
 - 2) The City will pay 100% of the employee's premium cost and one-half of the employee's dependent cost for the California Peace Officers Research Association of California (PORAC) Plan. Each employee who elects to cover dependents will pay 20% of the additional cost (over the individual cost) for such coverage for the Cal-PERS Select Plan.
- C. Employees may elect to opt out of the City health care plan(s) provided that they are able to show proof of receiving health care coverage from another source. Employees

who elect to opt out of the City's health care plan shall receive three hundred and fifty dollars (\$350) each month.

3.2 Dental Plan:

The City will continue to contribute, on behalf of each eligible employee, 100% of the eligible employee's dental plan.

3.3 Vision Plan:

The City will continue to contribute, on behalf of each eligible employee, 100% of the eligible employee's vision plan.

3.4 Life Insurance Plan:

The City will continue to provide, at no cost to the employee, \$25,000 in group term life insurance.

3.5 Long Term Disability Plan:

None

3.6 Deferred Compensation

The City will match one-half of an employee's contribution to one of the three 457 plans the City participates in up to a maximum City contribution of 2%.

Article 4

Vacation and Leave

4.1 Vacation Leave:

Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

<u>Months of Employment</u>	<u>Vacation Hours Accrued Per Pay Period</u>
(Based on 26 equal pay periods per year)	
1 -36 months	3.69 hours (96 hours per year)
37-180 months	5.23 hours (136 hours per year)
181 months and on	6.77 hours (176 hours per year)

- A. The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.
- B. The City agrees to permit probationary employees to use earned vacation time during the probationary period.

4.2 Vacation Accrual:

Maximum accrual is based on the calculation of twice the amount of annual accrual.

4.3 Holidays:

Holidays for members are:

- July 4th -(Independence Day),
- First Monday in September-(Labor Day),
- November 1st-(Veterans. Day),
- Thanksgiving Day,
- Friday following Thanksgiving,
- December 25th
- January 1st
- Third Monday in January - (Martin Luther King),
- The Third Monday in February-(President's Day),
- The last Monday in May-(Memorial Day)
- One floating holiday where the member does not actually work the holiday
- The Member's Birthday

8. Holiday pay is computed at the member's regular base hourly wage times eight hours of base pay. Compensatory time of 3.69 hours per each two week pay period shall be earned and placed in the member's compensatory time bank at the end of each pay period. Members classified as working less than full time, but greater than half time shall have the compensatory time prorated based on their time classification.

8. The members of the unit agree to forego base pay multiplied by one and one half actual hours worked in addition to holiday pay. The City and Association recognize that the overtime previously paid on holidays shall be recalculated into the total City contribution in Section 3.1.

4.4 Sick Leave:

- A. All employees, except part-time and extra help employees, shall be entitled to 3.69 hours of sick leave, per pay period, with no accumulation limit. (96 hours per year)
- B. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.
- C. In case of illness extending beyond three (3) days duration, the employee may be required by the department head to furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial

evidence of abuse of the sick leave privilege.

4.5 Catastrophic Leave Transfer

- A. City employees of this unit may donate an unlimited amount of sick leave hours (in whole hours) to another City employee of this unit who has sustained a life threatening or debilitating illness, injury or condition and has exhausted their sick leave. The donating employee shall retain a minimum of eighty (80) hours in their sick leave account. The transfer shall be on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- B. All donated hours must be voluntary.
- C. The City agrees to maintain the privacy of employees making a donation should they wish to remain anonymous.

4.6 Military Leave

- A. Military leaves of absence will be provided to members in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable California laws that protect individuals with military commitments from detrimental employment decisions based on those commitments.

Article 5

Allowances and Reimbursements:

5.1 Uniform Allowance:

- A. Members of the Police Department designated by the Chief of Police (Administrative Secretary, Public Safety Dispatcher, and Community Services Officer) where uniforms are mandatory in the performance of their duties shall receive uniforms provided by the City.
- B. The City agrees to replace or reimburse employees for uniform articles that are lost or damaged in the line of duty so long as such loss or damage is not the result of substantial fault or negligence on the part of the employee. Each occurrence of loss or damage shall be accompanied by a report describing how the loss or damage occurred.

5.2 Safety Equipment:

The City will furnish the following equipment as needed:

- 1. Raincoat
- 2. Rain boots

Said equipment shall remain the property of the City.

Article 6

Work Hours, Overtime, Compensatory Time Off

6.1 Overtime:

- A. Overtime is defined as a City-required act or time expenditure by an employee in excess of the 80 hours worked in a 14-day work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualification, required classes or courses, court appearances, and special assignments as prescribed by applicable state and federal law not occurring within the normal hours scheduled for the employee.
- B. Any such act or time expenditure required of an employee by the City after the employee has completed a continuous period of duty and must be called back to perform such additional duty, prior to the next scheduled duty, shall receive a minimum of two hours of compensation. Call back for court appearances on off-duty time shall be a minimum two (2) hours of compensation.
- C. The overtime rate will be computed on a time and one-half basis.
- D. Overtime worked maybe selected as pay or compensatory time off (CTO) at the discretion of the employee within the applicable payroll period. Unused CTO shall be paid off during the first pay period of December of each year. The pay off may include birthday pay accrued during the current year.
- E. Approved sick leave, vacation leave and CTO utilized by the employee will be counted as time worked for the purpose of computing overtime.
- F. Accumulated CTO will either be paid to the employee or calculated at the prior pay scale in the event of a pay raise.

Article 7

Retirement

7.1 Employee Retirement Plan:

City will maintain enrollment of employees in the PERS 2% @ 60 retirement plan for classic employees and 2% @ 62 for PEPRAs employees. All employees, whether classic or PEPRAs, shall be required to pay the employee's PERS contribution to the Public Employees Retirement System.

Article 8
Concerted Activities

8.1 Concerted Activities:

- A. The parties to this Memorandum recognize and acknowledge that the services performed by the city employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Weed. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.
- B. City agrees not to lock out employees.
- C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Weed, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective the 1st day of July, 2025.

For the CITY OF WEED:

For the WEED POLICE OFFICERS'
ASSOCIATION (NON-SWORN):

Darrell Parham, Mayor

Tim Green, President

APPENDIX "A"

8/1/2025

City of Weed Monthly Salary Range for
Weed Police Officers' Association NON-SWORN UNIT.

Position	Step						
	A	B	C	D	E	F	G
Community Services Officer I	4080	4204	4329	4460	4593	4731	4873
Community Services Officer II	4427	4559	4697	4838	4982	5131	5286
Public Safety Dispatcher	4736	4878	5024	5175	5331	5491	5655
Administrative Secretary	5583	5751	5923	6101	6285	6473	6667

City may hire other than Step A considering experience and education. Steps A-E are generally available at 12-month increments but are determined based on merit and performance and may be awarded at the discretion of the Chief for meritorious performance. Step F is only available 60 months (5 years) following having attained Step E. Step G is only available 60 months (5 years) following having attained Step F. Steps F and G are mandatory and not dependent on merit.



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Aug 2025

Department: Chris Davis, Public Works Director

Agenda Item Title: A Resolution of the City Council to update and establish certain fees

Staff Recommendation: Staff recommend the Council approve Resolution No. 22-2025 establishing fees for encroachment permits, special event permits, and appeal hearings and adding an additional fee to fence, tree cutting and sign permit applications.

Summary: In a current review of operating costs, it was determined the City needed to establish certain fees to offset expenses related to permit applications.

The review of expenditure and fee structure has not been completed in the last 8 years; operating costs have increased in that time period. This suggested fee structure helps to cover some of the expenses that are incurred from certain permit applications.

Current fees for some were left at their original rate.

Additional expenses are incurred if the applicant is requesting a non-conforming permit. Staff are requesting to recoup some of these expenses.

Fiscal impact: These additional and updated fees were calculated to keep the city as close to net zero as possible.

Environmental Review: N/A

Attachments: Resolution No. 22-2025

RESOLUTION NO. 22-2025
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
ESTABLISHING FEES FOR ENCROACHMENT, SPECIAL EVENT PERMITS,
APPEAL HEARING FEE, AND ADDING ADDITIONAL FEE
TO FENCE PERMIT, TREE PERMIT, AND SIGN PERMIT APPLICATIONS.

WHEREAS, the City Council of the City of Weed finds that certain fees are necessary to offset the cost of permitting encroachment permits, special event permits, appeal hearings, and non-administerial approval of permit applications.

WHEREAS, the current and proposed fees are as follows:

Fence Permit	
Administerial Approval	\$0.00 (current fee)
Non-Conforming requiring Planning Commission decision	\$250.00
Tree Cutting Permit	
Residential	\$25.00 (current fee)
Commercial	\$75.00 (current fee)
Requires Planning Commission review and decision	\$250.00
Removal of Tree(s) without a permit	\$500.00/tree (current fee)
Sign Permit	
Administerial Approval	\$75.00 (current fee)
Requires Planning Commission review and decision	\$250.00
Appeal	
Appeal Hearing Fee (PC/Manager decision to City Council)	\$250.00
Encroachment Permit Fee	\$125.00
Special Event Permit Fee*	\$300.00

**Additional charges for staff time will be calculated, and an estimated invoice will be sent before the event.
The applicant is responsible for the hourly rate(s) of city staff required for the event.*

FURTHER, BE IT RESOLVED by the City Council that the above noted fees are hereby approved and adopted, which may, from time to time, be revised as determined by the City Council.

I HEREBY CERTIFY the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Weed held the 14th day of August 2025, by the following vote, to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

Update Fee

Appeal Hearing

Staff Time	\$	211.20
Publications	\$	70.00 estimated

Proposed Fee	\$	250.00
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Special Event Permit

Staff Time	\$	590.86 (1 hr PD 1.5 Hr PWx2 employees)
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Proposed Fee	\$	300.00
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Encroachment Permit

Staff Time	\$	138.93
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Proposed Fee	\$	125.00
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Tree/Sign/Fence	Staff Time	\$	250.00 1 Hr Contract Planner Rate
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CITY OF WEED CITY COUNCIL
REGULAR MEETING MINUTES
JULY 10, 2025

The City Council of the City of Weed held a regular meeting on Thursday, July 10, 2025, at 5:30 pm in the Council Chambers at City Hall. Mayor Darrell Parham called the meeting to order. Present, in addition to Mayor Parham, were Council Members Mark Mazzoni, Ken Palfini, Phet Virasonh, and Melissa Whetstine. Also present were Acting City Manager and Police Chief Justin Mayberry, Assistant City Attorney Mackenzie Anderson, Finance Director Jill Porterfield, Public Works Director Chris Davis, Acting Fire Chief Brian Carter, Building Inspector Michael Britton, and City Clerk Sandra Duchi

III. ACCEPTANCE OF AGENDA/URGENCY ITEMS

Finance Director Porterfield requested to pull item C under Council Business.

Council Member Parham moved to accept the agenda as amended. Council Member Palfini seconded the motion, and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: None

IV. NON-AGENDA PUBLIC COMMENT

Nara Mar requested the City of Weed pass a resolution for equity.

V. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Virasonh reported attending the Fourth of July in Mt Shasta. Council Member Whetstine reported attending the LOLA Meeting in Dunsmuir as well as the Fourth of July Celebration and asked the citizens of Weed carry that spirit over to the Weed Carnivale. Council Member Palfini reported attending a C2C Meeting at Collier Rest Area and working on the historical trail as well as attending the LOLA Meeting in Dunsmuir. Council Member Parham reported attending the LOLA Meeting and congratulated staff on their commitment to the city with finding grant opportunities and the current construction projects and invited all to attend the Weed Carnivale.

VI. CONSENT AGENDA

Mayor Parham read the consent agenda, asked for public comment, and asked if any member would like to pull any items from the consent agenda. There were none, and all other items were considered inclusively.

- A. By Motion – Council considered approving purchase for 9-1-1 upgrade call processing equipment for the Weed Police Department.
- B. By Motion – Council considered approving minutes from June 12, 2025, Regular Meeting, June 23, 2025, and June 30, 2025, Special Meetings.
- C. By Motion – Council considered approving payment warrants dated June 10, 2025 through June 24, 2025, including any voided warrants and manual issued items totaling \$848,445.95.

Council Member Palfini moved to approve the consent agenda. Council Member Whetstine seconded the motion, and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: None

VIII. PUBLIC HEARING

A. Community Development Block Grant Closeout 22-CDBG-00015

City of Weed Water/Sewer Project. Public Works Director Davis presented the staff report. The public hearing was opened at 5:42pm. Alyssia Garcia from Great Northern Services discussed the project, costs, and unencumbered funds. The hearing was closed at 5:44pm. Council Member Palfini moved to accept the closeout report. Council Member Whetstine seconded the motion and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT : None

B. Admin Citation Appeal Hearing – 060-312-120-000 Joyce Oliver. Chief Mayberry presented the staff report. The public hearing was opened at 5:49pm. Chief Mayberry discussed health and safety issues noted. Building Inspector Britton reported on issues of concern regarding the building. Council Members questions were asked and answered. There were no appellants, opponents nor proponents. The hearing was closed at 6:11pm. Requested modification in paragraph 3 change to March 18, 2025 from March 19, 2025 as printed. Council Member Parham moved to approve Resolution No. 21-2025. Council Member Mazzoni seconded the motion and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT : None

IX. COUNCIL BUSINESS

A. **Fire (Tabled from June):** By Motion - Council considered second reading and adoption, by title only, of Ordinance No. 485-2025 designating Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection. Council Members questions were asked and answered. Mayor Parham requested it be added to the minutes that this ordinance is being adopted under duress. Mayor Parham moved for second reading and adoption of Ordinance No. 485-2025 adding replacing the word recommend with the word required. Council Member Palfini seconded the motion and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT : None

B. **Public Works:** By Motion - Council considered introduction and first reading, by title only, of Ordinance No. 486-2025 amending Title 12, Streets, Sidewalks, and Public Places, of the Weed Municipal Code to add chapter 12.06 pertaining to Encroachment and Special Event Permits. Council Members questions were asked and answered. Council Member Palfini moved for introduction and first reading of Ordinance No. 486-2025. Council Member Virasonh seconded the motion and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT : None

X. STAFF REPORTS

Fire reported 60 calls for emergencies covered by two full time personnel, five resident sleepers and one volunteer, the department continues to assist with multiple vegetation fires, completed 100 hours of

training, two fire and life inspections, three final inspections for Mill Fire house rebuilds, 10 defensible space inspections, and continued work on the fuel mitigation project. Finance reported the auditor will be on site at the end of July. Public Works reported that the Water Bypass project is approx. 70% complete, Boles Street repaving was completed today. Police reported the animal vaccination program was a success and invited anyone under 16 years of age to the free swim day Saturday at Carnivale. City Clerk reported that the business license compliance is completed and thanked the Building Inspector for his due diligence in checking for appropriate licenses for contractors.

Council Member Palfini moved to adjourn to closed session at 6:52 pm. Council Member Whetstine seconded the motion and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: None

ABSTAIN: None

XII. CLOSED SESSION

A. Public Employee Appointment (§54957)
City Manager

B. Conference with Real Property Negotiator
(Gov. Code § 54956.8)
Property Address: 150 Alamo Ave. Weed, CA 96094
City Negotiator: Justin Mayberry, Acting City Manager
Negotiating Party: Mountain Valley Health Center
Under Negotiation: Price and terms of payment

C. Conference with Legal Counsel - Existing Litigation (§54956.9(d)(1))
City Council finds, based on advice from legal counsel, that discussion in open sessions will prejudice the position of the City in the litigation.
Name of Case: Steven Duncan v. City of Weed, California
Case Number: 25CV05223
Names of Parties: Plaintiff Steven Duncan and Defendant City of Weed, California

XIV. ADJOURN TO OPEN SESSION

Announcement of action taken, if any, by the City Council in Closed Session required by the Ralph. M. Brown Act (Gov. Code, §§ 54950 et seq.)

Council Member Palfini moved to adjourn to open session at 8:28pm. Council Member Whetstine seconded the motion, and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: None

There was no reportable action.

XV. ADJOURNMENT

Council Member Parham moved to adjourn the meeting. Council Member Palfini seconded the motion, and the vote was:

AYES: Council Members Mazzoni, Palfini, Parham, Virasonh, and Whetstine.

NOES: None

ABSENT: None

SINE DIE 8:28pm

Mayor

ATTEST :

City Clerk

CITY OF WEED CITY COUNCIL
SPECIAL MEETING MINUTES
JULY 10, 2025

The City Council of the City of Weed held a special meeting on Thursday July 10, 2025, at the conclusion of the regular meeting. Mayor Darrell Parham opened the Special Meeting at 8:28pm. Present, in addition to Mayor Parham were Council Members Mark Mazzoni, Ken Palfini, Phet Virasonh, and Melissa Whetstine. Also present were Acting City Manager and Chief of Police Justin Mayberry, and Assistant City Attorney Mackenzie Anderson.

PUBLIC COMMENT

There was none.

ADJOURN TO CLOSED

Council Member Mazzoni moved to adjourn to closed session. Council Member Whetstine seconded the motion, and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, Virasonh, and Whetstine

NOES: None

ABSENT: None

CLOSED SESSION

A. Conference with Labor Negotiator

(Gov. Code § 54957.6)

City Negotiator: Darrell Parham, Mayor

Weed Police Officers Association Sworn and Non-Sworn Unit(s)

B. Conference with Labor Negotiator

(Gov. Code § 54957.6)

City Negotiator: Justin Mayberry, Acting City Manager

Teamsters Local 137

Council Member Mazzoni moved to adjourn to open session at 8:58pm. Council Member Palfini seconded the motion, and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, Virasonh, and Whetstine

NOES: None

ABSENT: None

There was no reportable action

Council Member Palfini moved to adjourn the meeting at 8:58pm. Council Member Whetstine seconded the motion, and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, Virasonh, and Whetstine

NOES: None

ABSENT: None

Mayor

ATTEST:

City Clerk

CITY OF WEED CITY COUNCIL
SPECIAL MEETING MINUTES
JULY 19, 2025

The City Council of the City of Weed held a special meeting on Saturday July 19, 2025, at 10:00 am. Mayor Darrell Parham called the meeting to order. Present, in addition to Mayor Parham were Council Members Mark Mazzoni, Ken Palfini, Phet Virasonh, and Melissa Whetstine. Also present were Acting City Manager and Chief of Police Justin Mayberry, Finance Director Jill Porterfield, and City Clerk Sandra Duchi.

PUBLIC COMMENT

There was none.

ADJOURN TO CLOSED SESSION

Council Member Mazzoni moved to adjourn to closed session at 10:03 am. Council Member Whetstine seconded the motion and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, Virasonh, and Whetstine

NOES: None

ABSENT: None

CLOSED SESSION

A. Public Employee Appointment (\$54957)
City Manager

B. Conference with Labor Negotiator
(Gov. Code § 54957)
City Negotiator: Justin Mayberry, Acting City Manager
Teamsters Local 137

ADJOURN TO OPEN SESSION

Council Member Palfini moved to adjourn to open session at 1:35 pm. Council Member Mazzoni seconded the motion and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, Virasonh, and Whetstine

NOES: None

ABSENT: None

There was no reportable action

Council Member Whetstine moved to adjourn the meeting at 1:36pm. Council Member Virasonh seconded the motion, and the vote was:

AYES: Council Member Mazzoni, Palfini, Parham, Virasonh, and Whetstine

NOES: None

ABSENT: None

Mayor

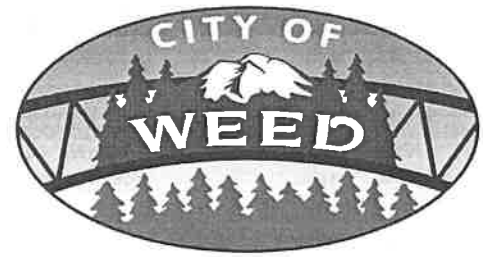
ATTEST:

City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: britton@ci.weed.ca.us
Printed: 7/9/2025 4:15 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	1174	CALPERS-FINANCIAL REPORTING & /	07/10/2025	32,546.00
11735	1161	CA BUILDING STANDARD COMM	07/10/2025	34.20
11736	1188	CASCADE FIRE EQUIPMENT	07/10/2025	229.91
11737	2334	DAY WIRELESS	07/10/2025	31,283.77
11738	2330	DEPARTMENT OF CONSERVATION	07/10/2025	78.43
11739	1316	DEPARTMENT OF JUSTICE	07/10/2025	66.00
11740	1336	DON ERICKSON	07/10/2025	1,497.16
11741	1341	DOWN RANGE	07/10/2025	675.00
11742	1353	E & S ENGINEERS & SURVEYORS	07/10/2025	14,989.50
11743	1371	ENTENMANN-ROVIN CO	07/10/2025	86.85
11744	1386	EZ JANITORIAL	07/10/2025	235.00
11745	1393	FERGUSON WATERWORKS #1423	07/10/2025	5,543.02
11746	1398	FIRST BANKCARD	07/10/2025	5,865.18
11747	1462	HINDERLITER DE LLAMAS & ASSOC	07/10/2025	1,686.02
11748	2333	JASON BENKOSKY	07/10/2025	231.49
11749	1500	JF SHEA CO	07/10/2025	290,943.44
11750	2335	CHRIS JOHNSON	07/10/2025	98.07
11751	1605	KHAMPHONE SIVONGSA	07/10/2025	250.00
11752	1756	NAPA AUTO PARTS	07/10/2025	589.25
11753	1808	PACE ANALYTICAL SERVICES LLC	07/10/2025	305.80
11754	1813	PACIFIC POWER & LIGHT CO	07/10/2025	13,223.28
11755	1834	PERSONNEL PREFERENCE	07/10/2025	4,109.60
11756	1881	RAY-MAC MECHANICAL	07/10/2025	1,522.50
11757	1933	RUSTY OWENS	07/10/2025	8.05
11758	1967	SCOTT BRIGHAM	07/10/2025	250.00
11759	2027	SISKIYOU COUNTY ECONOMIC DEVE	07/10/2025	2,500.00
11760	2049	SOLANO'S INC	07/10/2025	1,530.78
11761	2054	SOUSA READY MIX, INC	07/10/2025	729.41
11762	2059	SPRINGBROOK HOLDING CO LLC	07/10/2025	3,367.68
11763	2146	TRENT MERRILL	07/10/2025	250.00
11764	2177	VERIZON	07/10/2025	25.02
11765	2178	VESTIS	07/10/2025	90.07
11769	1045	ALLIANT INS SERVICES, INC-NPB MA	07/10/2025	11,141.00
11770	1101	BATTERY SYSTEMS, INC	07/10/2025	172.00
11771	1130	BRIAN CARTER	07/10/2025	600.00
11772	2337	CALIFORNIA ASSOCIATION OF NONPI	07/10/2025	500.00
11773	1173	CAL-ORE COMMUNICATIONS	07/10/2025	637.35
11774	1190	CASELLE	07/10/2025	1,979.00
11775	1300	DAVID WILM	07/10/2025	675.00
11776	1388	FAMILY & COMMUNITY RESOURCE C	07/10/2025	1,680.00
11777	1521	JARED KLOMPARENS	07/10/2025	675.00
11778	1593	KELLIE POWER	07/10/2025	925.00
11779	1712	MICHAEL YINGLING	07/10/2025	675.00
11780	2336	OLDCASTLE INFRASTRUCTUE	07/10/2025	241.31
11781	1853	POSTMASTER	07/10/2025	1,500.00
11782	1933	RUSTY OWENS	07/10/2025	675.00
11783	1938	RYAN KERTTULA	07/10/2025	675.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11784	1999	SHAWN JOLE	07/10/2025	675.00
11785	2027	SISKIYOU COUNTY ECONOMIC DEVE	07/10/2025	2,500.00
11786	2133	TIMOTHY GREEN	07/10/2025	675.00
11787	2159	U.S. CELLULAR	07/10/2025	589.50
11788	2167	US BANK - OFFICE EQUIPMENT FINAI	07/10/2025	1,099.42
11789	2168	USMARO SANCHEZ-FERNANDEZ	07/10/2025	600.00
11790	2178	VESTIS	07/10/2025	90.07
11791	2205	WINEMA CEMETERY ASSOCIATION	07/10/2025	3,860.00
11792	2209	WOODS PEST CONTROL INC	07/10/2025	108.00

Total for 7/10/2025:

447,788.13

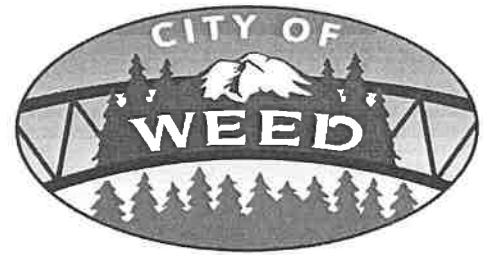
Report Total (56 checks):

447,788.13

Accounts Payable

Checks by Date - Summary by Check Date

User: britton@ci.weed.ca.us
Printed: 7/24/2025 8:43 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
11801	1252	COLANTUONO, HIGHSMITH & WHATI	07/25/2025	9,580.00
11802	1307	DELL MARKETING LP	07/25/2025	6,200.08
11803	1331	DIVERISFIED ELECTRIC, INC	07/25/2025	420.00
11804	1336	DON ERICKSON	07/25/2025	8,436.14
11805	1414	GANNETT CALIFORNIA LOCAL IQ	07/25/2025	398.00
11806	1438	GREAT NORTHERN SERVICES	07/25/2025	2,181.80
11807	1651	LOUIE'S GRAVEL	07/25/2025	638.68
11808	1700	MERCHANTS CREDIT BUREAU	07/25/2025	19.15
11809	1735	MSC INDUSTRIAL SUPPLY CO	07/25/2025	241.44
11810	1785	NORTHERN CALIFORNIA GLOVE CO	07/25/2025	182.64
11811	1809	PACE CIVIL INC.	07/25/2025	188,611.50
11812	1847	PLACEWORKS	07/25/2025	1,862.50
11813	1982	SERVIAM BY WRIGHT	07/25/2025	4,892.80
11814	2177	VERIZON	07/25/2025	2,472.17
11815	1009	AT&T CALNET	07/25/2025	718.90
11816	1188	CASCADE FIRE EQUIPMENT	07/25/2025	17,679.09
11817	2323	CITY OF WEED	07/25/2025	110.70
11818	2325	CODY CLURE	07/25/2025	99.65
11819	1336	DON ERICKSON	07/25/2025	1,543.85
11820	1385	EXECUTIVE COMMUNICATIONS SYS1	07/25/2025	3,792.00
11821	1393	FERGUSON WATERWORKS #1423	07/25/2025	4,816.57
11822	2339	JO PETERSON DESIGN WORKS	07/25/2025	294.15
11823	1766	NETWORK ONE	07/25/2025	6,310.00
11824	1805	O'REILLY AUTO PARTS	07/25/2025	383.02
11825	1808	PACE ANALYTICAL SERVICES LLC	07/25/2025	578.20
11826	2341	PACIFIC POWER	07/25/2025	2,032.00
11827	1813	PACIFIC POWER & LIGHT CO	07/25/2025	3,681.19
11828	1834	PERSONNEL PREFERENCE	07/25/2025	4,219.04
11829	1945	S.C.O.R.E. C/O CITY OF DUNSMUIR	07/25/2025	416,488.90
11830	2035	SISKIYOU MEDIA COUNCIL	07/25/2025	2,000.00
11831	2076	STATEWIDE TRAFFIC SAFETY AND SI	07/25/2025	1,352.61
11832	2161	UNION PACIFIC RAILROAD	07/25/2025	677.88
11833	2178	VESTIS	07/25/2025	180.14
11834	2196	WEED RECREATION & PARKS DISTRI	07/25/2025	4,000.00
11835	2340	JEFF WILSON	07/25/2025	500.00
11836	2211	WORLD TELECOM & SURVEILLANCE	07/25/2025	343.75

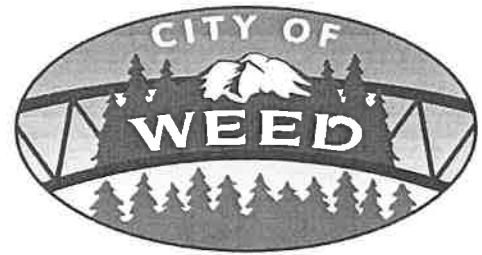
Total for 7/25/2025: 697,938.54

Report Total (36 checks): 697,938.54

Accounts Payable

Checks by Date - Summary by Check Date

User: britton@ci.weed.ca.us
Printed: 8/6/2025 4:06 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	2071	STATE OF CALIFORNIA - EDD	08/10/2025	6,742.22
11842	1030	AIRGAS USA, LLC	08/10/2025	287.75
11843	1398	FIRST BANKCARD	08/10/2025	1,394.66
11844	2044	SKINNERS TRUCK REPAIR	08/10/2025	460.75
11845	2196	WEED RECREATION & PARKS DISTRI	08/10/2025	10,372.02
11846	2348	DENISE WHEELER	08/10/2025	1,127.00
11847	1030	AIRGAS USA, LLC	08/10/2025	629.33
11848	2347	OBORN BLAIN	08/10/2025	1,091.71
11849	1130	BRIAN CARTER	08/10/2025	510.31
11850	1141	BURTON'S FIRE INC	08/10/2025	1,425.00
11851	1148	CA DEPT OF TRANSPORTATION	08/10/2025	3,472.52
11852	1166	CA FIRE CHIEFS' ASSOCIATION	08/10/2025	400.00
11853	1168	CA RURAL WATER ASSOCIATION	08/10/2025	1,100.00
11854	1173	CAL-ORE COMMUNICATIONS	08/10/2025	637.35
11855	2250	WYATT CARSON	08/10/2025	375.68
11856	1188	CASCADE FIRE EQUIPMENT	08/10/2025	275,184.79
11857	1190	CASELLE	08/10/2025	1,979.00
11858	2249	WILLIAM CHAMBERLAIN	08/10/2025	656.16
11859	1207	CHARLES W PILLON	08/10/2025	5,955.40
11860	1336	DON ERICKSON	08/10/2025	2,316.74
11861	1353	E & S ENGINEERS & SURVEYORS	08/10/2025	8,965.00
11862	2345	ENVIRONMENTAL SYSTEMS RESEAR	08/10/2025	700.00
11863	1386	EZ JANITORIAL	08/10/2025	235.00
11864	1393	FERGUSON WATERWORKS #1423	08/10/2025	7,008.51
11865	1398	FIRST BANKCARD	08/10/2025	2,699.62
11866	1406	FREIGHTLINER NORTHWEST	08/10/2025	190.05
11867	2243	RICK FRIEDMAN	08/10/2025	1,725.00
11868	1445	GUZIWEST	08/10/2025	2,880.00
11869	1500	JF SHEA CO	08/10/2025	310,745.39
11870	1593	KELLIE POWER	08/10/2025	925.00
11871	2244	L. N. CURTIS AND SONS	08/10/2025	2,056.73
11872	2342	EDGAR MARTINEZ	08/10/2025	375.68
11873	1756	NAPA AUTO PARTS	08/10/2025	2,362.60
11874	1808	PACE ANALYTICAL SERVICES LLC	08/10/2025	222.80
11875	1813	PACIFIC POWER & LIGHT CO	08/10/2025	16,190.41
11876	1816	PAPE' MATERIAL HANDLING EXCHAN	08/10/2025	845.34
11877	2343	HAYLEE PARKER	08/10/2025	232.39
11878	2331	PECKHAM & McKENNEY	08/10/2025	6,000.00
11879	1834	PERSONNEL PREFERENCE	08/10/2025	4,125.42
11880	2346	PRECISION LEAK DETECTION	08/10/2025	800.00
11881	1969	SCOTT-SHASTA WATER MASTER DIST	08/10/2025	1,010.00
11882	1993	SHASTA VALLEY PEST CONTROL	08/10/2025	90.00
11883	2027	SISKIYOU COUNTY ECONOMIC DEVE	08/10/2025	2,500.00
11884	2049	SOLANO'S INC	08/10/2025	672.90
11885	2054	SOUSA READY MIX, INC	08/10/2025	288.34
11886	2059	SPRINGBROOK HOLDING CO LLC	08/10/2025	1,200.00
11887	2344	DUSTIN STAMBAUGH	08/10/2025	997.85

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11888	2159	U.S. CELLULAR	08/10/2025	589.50
11889	2167	US BANK - OFFICE EQUIPMENT FINA	08/10/2025	1,099.42
11890	2178	VESTIS	08/10/2025	180.14
11891	2192	WEED MUSEUM	08/10/2025	9,000.00
11892	2198	WEED VISITOR'S CENTER	08/10/2025	5,450.00
Total for 8/10/2025:				708,481.48
Report Total (52 checks):				708,481.48

General Ledger

Budget Status

User: jporterfield@ci.weed.ca.us
 Printed: 8/11/2025 - 7:55 AM
 Account: From 10-001-100 To 10-440-801
 Period: 1, 2026
 Include: Expense



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 10	GENERAL FUND							
Dept 10-001	GENERAL							
E90	Interfund Transfers							
10-001-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-001-706	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 001 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-410	CITY COUNCIL							
E00	Salaries & Wages							
10-410-501	SALARIES	15,600.00	0.00	0.00	15,600.00	0.00	15,600.00	100.00
10-410-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-410-520	SOCIAL SECURITY	1,194.00	0.00	0.00	1,194.00	0.00	1,194.00	100.00
10-410-523	INSURANCE- WKRS COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E00 Sub Totals:	16,794.00	0.00	0.00	16,794.00	0.00	16,794.00	100.00
E10	Supplies & Services							
10-410-603	COMMUNICATIONS	100.00	0.00	0.00	100.00	0.00	100.00	100.00
10-410-633	MEMBERSHIPS & DUES	100.00	0.00	0.00	100.00	0.00	100.00	100.00
10-410-637	MEETINGS & TRAVEL	3,000.00	200.00	200.00	2,800.00	0.00	2,800.00	93.33
10-410-648	SPECIAL DEPT. EXPENSES	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
10-410-695	DEPT. TRAINING	200.00	0.00	0.00	200.00	0.00	200.00	100.00
	E10 Sub Totals:	6,900.00	200.00	200.00	6,700.00	0.00	6,700.00	97.10
E50	Contingency							
10-410-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	Interfund Transfers							
10-410-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-410-706	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	23,694.00	200.00	200.00	23,494.00	0.00	23,494.00	99.16
	Dept 410 Sub Totals:	23,694.00	200.00	200.00	23,494.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-411	ADMINISTRATION							
E00	Salaries & Wages							
10-411-501	SALARIES	265,000.00	9,518.30	9,518.30	255,481.70	0.00	255,481.70	96.41
10-411-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-411-520	SOCIAL SECURITY	20,273.00	723.85	723.85	19,549.15	0.00	19,549.15	96.43
10-411-521	P.E.R.S.	20,670.00	4,904.32	4,904.32	15,765.68	0.00	15,765.68	76.27
10-411-522	INSURANCE-HEALTH	52,000.00	2,652.26	2,652.26	49,347.74	0.00	49,347.74	94.90
10-411-523	INSURANCE- WKRS COMP	4,129.00	0.00	0.00	4,129.00	0.00	4,129.00	100.00
	E00 Sub Totals:	362,072.00	17,798.73	17,798.73	344,273.27	0.00	344,273.27	95.08
E10	Supplies & Services							
10-411-603	COMMUNICATIONS	3,400.00	193.20	193.20	3,206.80	0.00	3,206.80	94.32
10-411-604	OFFICE SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
10-411-633	MEMBERSHIPS & DUES	1,600.00	0.00	0.00	1,600.00	0.00	1,600.00	100.00
10-411-636	ADV/PRINT/PUBLICATIONS	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
10-411-637	MEETINGS & TRAVEL	500.00	0.00	0.00	500.00	0.00	500.00	100.00
10-411-648	SPECIAL DEPT. EXPENSES	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
10-411-695	DEPT. TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-411-696	VEHICLE OPER & MAINTENANCE	4,800.00	0.00	0.00	4,800.00	0.00	4,800.00	100.00
	E10 Sub Totals:	20,800.00	193.20	193.20	20,606.80	0.00	20,606.80	99.07
E20	Contractual Services							
10-411-657	OUTSIDE SER/CONTR/CONSULT	27,000.00	0.00	0.00	27,000.00	0.00	27,000.00	100.00
	E20 Sub Totals:	27,000.00	0.00	0.00	27,000.00	0.00	27,000.00	100.00
E30	Capital Outlay							
10-411-675	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-411-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	Interfund Transfers							
10-411-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-411-706	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	409,872.00	17,991.93	17,991.93	391,880.07	0.00	391,880.07	95.61
	Dept 411 Sub Totals:	409,872.00	17,991.93	17,991.93	391,880.07	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-412	PLANNING							
E10	Supplies & Services							
10-412-603	COMMUNICATIONS	50.00	0.00	0.00	50.00	0.00	50.00	100.00
10-412-604	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-412-633	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-412-636	ADV/PRINT/PUBLICATIONS	500.00	0.00	0.00	500.00	0.00	500.00	100.00
10-412-637	MEETINGS & TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-412-648	SPECIAL DEPT. EXPENSES	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
10-412-695	DEPT. TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	3,550.00	0.00	0.00	3,550.00	0.00	3,550.00	100.00
E20	Contractual Services							
10-412-657	OUTSIDE SER/CONTR/CONSULT	80,000.00	294.15	294.15	79,705.85	0.00	79,705.85	99.63
	E20 Sub Totals:	80,000.00	294.15	294.15	79,705.85	0.00	79,705.85	99.63
E30	Capital Outlay							
10-412-675	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-412-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	83,550.00	294.15	294.15	83,255.85	0.00	83,255.85	99.65
	Dept 412 Sub Totals:	83,550.00	294.15	294.15	83,255.85	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-413	FINANCE							
E00	Salaries & Wages							
10-413-501	SALARIES	210,200.00	6,449.93	6,449.93	203,750.07	0.00	203,750.07	96.93
10-413-502	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-413-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-413-520	SOCIAL SECURITY	16,080.00	492.05	492.05	15,587.95	0.00	15,587.95	96.94
10-413-521	P.E.R.S.	48,350.00	3,325.76	3,325.76	45,024.24	0.00	45,024.24	93.12
10-413-522	INSURANCE-HEALTH	68,000.00	2,099.17	2,099.17	65,900.83	0.00	65,900.83	96.91
10-413-523	INSURANCE- WKRS COMP	6,193.00	0.00	0.00	6,193.00	0.00	6,193.00	100.00
	E00 Sub Totals:	348,823.00	12,366.91	12,366.91	336,456.09	0.00	336,456.09	96.45
E10	Supplies & Services							
10-413-603	COMMUNICATIONS	4,500.00	282.78	282.78	4,217.22	0.00	4,217.22	93.72
10-413-604	OFFICE SUPPLIES	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
10-413-606	POSTAGE	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
10-413-632	MAINTENANCE/EQUIPMENT	350.00	0.00	0.00	350.00	0.00	350.00	100.00
10-413-633	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-413-637	MEETINGS & TRAVEL	100.00	0.00	0.00	100.00	0.00	100.00	100.00
10-413-648	SPECIAL DEPT. EXPENSES	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
10-413-695	DEPT. TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-413-699	SERVICE CHARGE	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00	100.00
	E10 Sub Totals:	27,450.00	282.78	282.78	27,167.22	0.00	27,167.22	98.97
E20	Contractual Services							
10-413-657	OUTSIDE SER/CONTR/CONSULT	45,000.00	1,979.00	1,979.00	43,021.00	0.00	43,021.00	95.60
	E20 Sub Totals:	45,000.00	1,979.00	1,979.00	43,021.00	0.00	43,021.00	95.60
E30	Capital Outlay							
10-413-675	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-413-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	Interfund Transfers							
10-413-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-413-706	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	421,273.00	14,628.69	14,628.69	406,644.31	0.00	406,644.31	96.53

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 413 Sub Totals:	421,273.00	14,628.69	14,628.69	406,644.31	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-414	CITY ATTORNEY							
E10	Supplies & Services							
10-414-657	OUTSIDE SER/CONTR/CONSULT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	Contractual Services							
10-414-641	ATTORNEY SERVICES	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
	E20 Sub Totals:	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
E50	Contingency							
10-414-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	Interfund Transfers							
10-414-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-414-706	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	100.00
	Dept 414 Sub Totals:	250,000.00	0.00	0.00	250,000.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-416	GOVERNMENT BUILDINGS							
E00	Salaries & Wages							
10-416-501	SALARIES	40,649.00	5,413.98	5,413.98	35,235.02	0.00	35,235.02	86.68
10-416-502	SALARIES-O/T	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-416-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-416-520	SOCIAL SECURITY	3,110.00	411.08	411.08	2,698.92	0.00	2,698.92	86.78
10-416-521	P E R S	3,171.00	680.40	680.40	2,490.60	0.00	2,490.60	78.54
10-416-522	INSURANCE-HEALTH	3,659.00	563.38	563.38	3,095.62	0.00	3,095.62	84.60
10-416-523	INSURANCE- WKR COMP	2,133.00	0.00	0.00	2,133.00	0.00	2,133.00	100.00
	E00 Sub Totals:	52,722.00	7,068.84	7,068.84	45,653.16	0.00	45,653.16	86.59
E10	Supplies & Services							
10-416-608	UTILITIES	35,000.00	999.42	999.42	34,000.58	0.00	34,000.58	97.14
10-416-614	MAINTENANCE-BLDG & GROU	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
10-416-648	SPECIAL DEPT EXPENSES	15,000.00	162.04	162.04	14,837.96	0.00	14,837.96	98.92
	E10 Sub Totals:	56,000.00	1,161.46	1,161.46	54,838.54	0.00	54,838.54	97.93
E20	Contractual Services							
10-416-640	JANITORIAL CONTRACT	11,100.00	925.00	925.00	10,175.00	0.00	10,175.00	91.67
10-416-657	OUTSIDE SER/CONTR/CONSULT	17,500.00	0.00	0.00	17,500.00	0.00	17,500.00	100.00
	E20 Sub Totals:	28,600.00	925.00	925.00	27,675.00	0.00	27,675.00	96.77
E30	Capital Outlay							
10-416-675	CAPITAL OUTLAY	500,000.00	0.00	0.00	500,000.00	0.00	500,000.00	100.00
	E30 Sub Totals:	500,000.00	0.00	0.00	500,000.00	0.00	500,000.00	100.00
E50	Contingency							
10-416-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E70	Debt Service							
10-416-676	DEBT SERVICE - PRINCIPAL	41,500.00	0.00	0.00	41,500.00	0.00	41,500.00	100.00
10-416-683	DEBT SERVICE - INTEREST	6,510.00	0.00	0.00	6,510.00	0.00	6,510.00	100.00
	E70 Sub Totals:	48,010.00	0.00	0.00	48,010.00	0.00	48,010.00	100.00
E90	Interfund Transfers							
10-416-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-416-706	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	685,332.00	9,155.30	9,155.30	676,176.70	0.00	676,176.70	98.66

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Depr 416 Sub Totals:	685,332.00	9,155.30	9,155.30	676,176.70	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-417	DRAINAGE							
E10	Supplies & Services							
10-417-648	SPECIAL DEPT. EXPENSES	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
	E10 Sub Totals:	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
E20	Contractual Services							
10-417-653	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-417-657	OUTSIDE SER/CONTR/CONSULT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E30	Capital Outlay							
10-417-675	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-417-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E70	Debt Service							
10-417-677	LEASE/PURCHASE	12,826.00	0.00	0.00	12,826.00	0.00	12,826.00	100.00
	E70 Sub Totals:	12,826.00	0.00	0.00	12,826.00	0.00	12,826.00	100.00
	Expense Sub Totals:	14,326.00	0.00	0.00	14,326.00	0.00	14,326.00	100.00
	Dept 417 Sub Totals:	14,326.00	0.00	0.00	14,326.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-418	ELECTIONS							
E20	Contractual Services							
10-418-657	OUTSIDE SER/CONTR/CONSULT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-418-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 418 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-419	NON DEPARTMENTAL							
E00	Salaries & Wages							
10-419-522	INSURANCE-HEALTH	25,500.00	500.00	500.00	25,000.00	0.00	25,000.00	98.04
10-419-523	INSURANCE- WKRS COMP	0.00	57,957.03	57,957.03	-57,957.03	0.00	-57,957.03	0.00
	E00 Sub Totals:	25,500.00	58,457.03	58,457.03	-32,957.03	0.00	-32,957.03	0.00
E10	Supplies & Services							
10-419-625	INSURANCE-LIABILITY	290,000.00	225,468.03	225,468.03	64,531.97	0.00	64,531.97	22.25
10-419-628	INS. PROP/EQ-COLL COSTS	140,000.00	144,204.84	144,204.84	-4,204.84	0.00	-4,204.84	0.00
10-419-632	MAINTENANCE/EQUIPMENT	45,000.00	3,704.71	3,704.71	41,295.29	0.00	41,295.29	91.77
10-419-633	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-419-660	COMMUNITY PROMOTION	4,000.00	2,000.00	2,000.00	2,000.00	0.00	2,000.00	50.00
	E10 Sub Totals:	479,000.00	375,377.58	375,377.58	103,622.42	0.00	103,622.42	21.63
E20	Contractual Services							
10-419-638	ENTERPRISE ZONE ADMIN	30,000.00	2,500.00	2,500.00	27,500.00	0.00	27,500.00	91.67
10-419-643	AUDIT FEES	60,000.00	0.00	0.00	60,000.00	0.00	60,000.00	100.00
10-419-657	OUTSIDE SER/CONTR/CONSULT	15,000.00	343.75	343.75	14,656.25	0.00	14,656.25	97.71
	E20 Sub Totals:	105,000.00	2,843.75	2,843.75	102,156.25	0.00	102,156.25	97.29
E30	Capital Outlay							
10-419-675	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-419-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E70	Debt Service							
10-419-676	DEBT SERVICE - PRINCIPAL	4,625.00	0.00	0.00	4,625.00	0.00	4,625.00	100.00
10-419-683	DEBT SERVICE - INTEREST	772.00	0.00	0.00	772.00	0.00	772.00	100.00
	E70 Sub Totals:	5,397.00	0.00	0.00	5,397.00	0.00	5,397.00	100.00
E90	Interfund Transfers							
10-419-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-419-706	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	614,897.00	436,678.36	436,678.36	178,218.64	0.00	178,218.64	28.98
	Dept 419 Sub Totals:	614,897.00	436,678.36	436,678.36	178,218.64	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-420	SAFER GRANT							
E00	Salaries & Wages							
10-420-501	SALARIES	49,920.00	2,160.07	2,160.07	47,759.93	0.00	47,759.93	95.67
10-420-502	SALARIES-O/T	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-420-520	SOCIAL SECURITY	3,819.00	165.13	165.13	3,653.87	0.00	3,653.87	95.68
10-420-521	P.E.R.S.	5,516.00	238.69	238.69	5,277.31	0.00	5,277.31	95.67
10-420-522	INSURANCE-HEALTH	13,500.00	479.07	479.07	13,020.93	0.00	13,020.93	96.45
10-420-523	INSURANCE- WKR COMP	8,257.00	0.00	0.00	8,257.00	0.00	8,257.00	100.00
	E00 Sub Totals:	81,012.00	3,042.96	3,042.96	77,969.04	0.00	77,969.04	96.24
E10	Supplies & Services							
10-420-629	UNIFORMS/CLEANING/TRAININ	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
10-420-636	ADV/PRINT/PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-420-695	DEPT TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
E50	Contingency							
10-420-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	93,012.00	3,042.96	3,042.96	89,969.04	0.00	89,969.04	96.73
	Dept 420 Sub Totals:	93,012.00	3,042.96	3,042.96	89,969.04	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-421	POLICE							
E00	Salaries & Wages							
10-421-501	SALARIES	916,700.00	35,090.47	35,090.47	881,609.53	0.00	881,609.53	96.17
10-421-502	SALARIES-OVT	45,000.00	1,261.90	1,261.90	43,738.10	0.00	43,738.10	97.20
10-421-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-421-520	SOCIAL SECURITY	73,570.00	2,713.93	2,713.93	70,856.07	0.00	70,856.07	96.31
10-421-521	P.E.R.S.	295,000.00	21,801.26	21,801.26	273,198.74	0.00	273,198.74	92.61
10-421-522	INSURANCE-HEALTH	250,000.00	9,649.46	9,649.46	240,350.54	0.00	240,350.54	96.14
10-421-523	INSURANCE- WKR'S COMP	88,762.00	0.00	0.00	88,762.00	0.00	88,762.00	100.00
	E00 Sub Totals:	1,669,032.00	70,517.02	70,517.02	1,598,514.98	0.00	1,598,514.98	95.77
E10	Supplies & Services							
10-421-603	COMMUNICATIONS	12,000.00	357.31	357.31	11,642.69	0.00	11,642.69	97.02
10-421-604	OFFICE SUPPLIES	800.00	0.00	0.00	800.00	0.00	800.00	100.00
10-421-606	POSTAGE	1,300.00	0.00	0.00	1,300.00	0.00	1,300.00	100.00
10-421-629	UNIFORMS/CLEANING/TRAININ	5,500.00	4,725.00	4,725.00	775.00	0.00	775.00	14.09
10-421-632	MAINTENANCE/EQUIPMENT	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00	100.00
10-421-633	MEMBERSHIPS & DUES	500.00	0.00	0.00	500.00	0.00	500.00	100.00
10-421-634	RENTS & LEASES	13,800.00	1,139.21	1,139.21	12,660.79	0.00	12,660.79	91.74
10-421-636	ADV/PRINT/PUBLICATIONS	100.00	0.00	0.00	100.00	0.00	100.00	100.00
10-421-637	MEETINGS & TRAVEL	100.00	0.00	0.00	100.00	0.00	100.00	100.00
10-421-648	SPECIAL DEPT. EXPENSES	50,000.00	3,209.05	3,209.05	46,790.95	0.00	46,790.95	93.58
10-421-693	MECHANIC/OTHER LABOR	12,000.00	54.55	54.55	11,945.45	0.00	11,945.45	99.55
10-421-695	DEPT. TRAINING	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
10-421-696	VEHICLE OPER & MAINTENANC	60,000.00	0.00	0.00	60,000.00	0.00	60,000.00	100.00
	E10 Sub Totals:	162,800.00	9,485.12	9,485.12	153,314.88	0.00	153,314.88	94.17
E20	Contractual Services							
10-421-657	OUTSIDE SER/CONTR/CONSULT	10,000.00	3,792.00	3,792.00	6,208.00	0.00	6,208.00	62.08
	E20 Sub Totals:	10,000.00	3,792.00	3,792.00	6,208.00	0.00	6,208.00	62.08
E30	Capital Outlay							
10-421-675	CAPITAL OUTLAY	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
	E30 Sub Totals:	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
E50	Contingency							
10-421-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E70	Debt Service							
10-421-676	DEBT SERVICE - PRINCIPAL	4,625.00	0.00	0.00	4,625.00	0.00	4,625.00	100.00
10-421-677	LEASE/PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
10-421-683	DEBT SERVICE - INTEREST	772.00	0.00	0.00	772.00	0.00	772.00	100.00
	E70 Sub Totals:	5,397.00	0.00	0.00	5,397.00	0.00	5,397.00	100.00
	Expense Sub Totals:	1,862,229.00	83,794.14	83,794.14	1,778,434.86	0.00	1,778,434.86	95.50
	Dept 421 Sub Totals:	1,862,229.00	83,794.14	83,794.14	1,778,434.86	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-422	FIRE							
E00	Salaries & Wages							
10-422-501	SALARIES	238,000.00	10,121.69	10,121.69	227,878.31	0.00	227,878.31	95.75
10-422-502	SALARIES-O/T	35,000.00	1,166.18	1,166.18	33,833.82	0.00	33,833.82	96.67
10-422-515	UNEMPLOYMENT	27,000.00	0.00	0.00	27,000.00	0.00	27,000.00	100.00
10-422-520	SOCIAL SECURITY	19,202.00	888.64	888.64	18,313.36	0.00	18,313.36	95.37
10-422-521	P E R S.	31,000.00	989.59	989.59	30,010.41	0.00	30,010.41	96.81
10-422-522	INSURANCE-HEALTH	57,000.00	1,387.73	1,387.73	55,612.27	0.00	55,612.27	97.57
10-422-523	INSURANCE- WKRS COMP	37,156.00	0.00	0.00	37,156.00	0.00	37,156.00	100.00
10-422-591	VOLUNTEERS	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00	100.00
	E00 Sub Totals:	479,358.00	14,553.83	14,553.83	464,804.17	0.00	464,804.17	96.96
E10	Supplies & Services							
10-422-603	COMMUNICATIONS	7,000.00	149.52	149.52	6,850.48	0.00	6,850.48	97.86
10-422-614	MAINTENANCE-BLDG & GROU	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
10-422-629	UNIFORMS/CLEANING/TRAININ	26,000.00	1,200.00	1,200.00	24,800.00	0.00	24,800.00	95.38
10-422-632	MAINTENANCE/EQUIPMENT	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	100.00
10-422-633	MEMBERSHIPS & DUES	500.00	0.00	0.00	500.00	0.00	500.00	100.00
10-422-636	ADV/PRINT/PUBLICATIONS	250.00	0.00	0.00	250.00	0.00	250.00	100.00
10-422-637	MEETINGS & TRAVEL	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
10-422-648	SPECIAL DEPT. EXPENSES	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
10-422-673	PHYSICAL EXAMS	600.00	0.00	0.00	600.00	0.00	600.00	100.00
10-422-693	MECHANIC/OTHER LABOR	10,000.00	490.95	490.95	9,509.05	0.00	9,509.05	95.09
10-422-695	DEPT. TRAINING	100.00	0.00	0.00	100.00	0.00	100.00	100.00
10-422-696	VEHICLE OPER & MAINTENANC	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
	E10 Sub Totals:	103,950.00	1,840.47	1,840.47	102,109.53	0.00	102,109.53	98.23
E20	Contractual Services							
10-422-657	OUTSIDE SER/CONTR/CONSULT	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-422-691	VOLUNTEERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
E30	Capital Outlay							
10-422-675	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-422-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E70	Debt Service							
10-422-676	DEBT SERVICE - PRINCIPAL	50,248.00	0.00	0.00	50,248.00	0.00	50,248.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
10-422-677	LEASE/PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-422-683	DEBT SERVICE - INTEREST	6,294.00	0.00	0.00	6,294.00	0.00	6,294.00	100.00
	E70 Sub Totals:	56,542.00	0.00	0.00	56,542.00	0.00	56,542.00	100.00
	Expense Sub Totals:	644,850.00	16,394.30	16,394.30	628,455.70	0.00	628,455.70	97.46
	Dept 422 Sub Totals:	644,850.00	16,394.30	16,394.30	628,455.70	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-423	BUILDING INSPECTION							
E00	Salaries & Wages							
10-423-501	SALARIES	75,000.00	4,219.04	4,219.04	70,780.96	0.00	70,780.96	94.37
10-423-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-423-520	SOCIAL SECURITY	5,738.00	0.00	0.00	5,738.00	0.00	5,738.00	100.00
10-423-521	P.E.R.S.	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
10-423-522	INSURANCE-HEALTH	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
10-423-523	INSURANCE- WKR'S COMP	4,129.00	0.00	0.00	4,129.00	0.00	4,129.00	100.00
	E00 Sub Totals:	102,867.00	4,219.04	4,219.04	98,647.96	0.00	98,647.96	95.90
E10	Supplies & Services							
10-423-603	COMMUNICATIONS	550.00	0.00	0.00	550.00	0.00	550.00	100.00
10-423-604	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-423-633	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-423-636	ADV/PRINT/PUBLICATIONS	150.00	0.00	0.00	150.00	0.00	150.00	100.00
10-423-637	MEETINGS & TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-423-648	SPECIAL DEPT. EXPENSES	5,500.00	60.70	60.70	5,439.30	0.00	5,439.30	98.90
10-423-696	VEHICLE OPER & MAINTENANCE	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
	E10 Sub Totals:	7,200.00	60.70	60.70	7,139.30	0.00	7,139.30	99.16
E20	Contractual Services							
10-423-653	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-423-657	OUTSIDE SER/CONTR/CONSULT	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
	E20 Sub Totals:	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
E30	Contingency							
10-423-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	120,067.00	4,279.74	4,279.74	115,787.26	0.00	115,787.26	96.44
	Dept 423 Sub Totals:	120,067.00	4,279.74	4,279.74	115,787.26	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-425	COPS Prog/AB 1913							
E00	Salaries & Wages							
10-425-501	SALARIES	119,643.00	2,044.83	2,044.83	117,598.17	0.00	117,598.17	98.29
10-425-502	SALARIES-OVT	750.00	740.60	740.60	9.40	0.00	9.40	1.25
10-425-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-425-520	SOCIAL SECURITY	9,210.00	212.96	212.96	8,997.04	0.00	8,997.04	97.69
10-425-521	P.E.R.S.	13,500.00	1,331.73	1,331.73	12,168.27	0.00	12,168.27	90.14
10-425-522	INSURANCE-HEALTH	15,500.00	683.69	683.69	14,816.31	0.00	14,816.31	95.59
10-425-523	INSURANCE- WKR'S COMP	8,257.00	0.00	0.00	8,257.00	0.00	8,257.00	100.00
	E00 Sub Totals:	166,860.00	5,013.81	5,013.81	161,846.19	0.00	161,846.19	97.00
E10	Supplies & Services							
10-425-603	COMMUNICATIONS	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
10-425-604	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-425-606	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-425-629	UNIFORMS/CLEANING/TRAININ	200.00	0.00	0.00	200.00	0.00	200.00	100.00
10-425-648	SPECIAL DEPT. EXPENSES	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
10-425-649	ANIMAL REGULATION	750.00	0.00	0.00	750.00	0.00	750.00	100.00
10-425-696	VEHICLE OPER & MAINTENANC	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E10 Sub Totals:	11,950.00	0.00	0.00	11,950.00	0.00	11,950.00	100.00
E30	Capital Outlay							
10-425-675	CAPITAL OUTLAY	0.00	17,679.09	17,679.09	-17,679.09	0.00	-17,679.09	0.00
	E30 Sub Totals:	0.00	17,679.09	17,679.09	-17,679.09	0.00	-17,679.09	0.00
E50	Contingency							
10-425-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	178,810.00	22,692.90	22,692.90	156,117.10	0.00	156,117.10	87.31
	Dept 425 Sub Totals:	178,810.00	22,692.90	22,692.90	156,117.10	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-426	SENIOR SERVICES							
E10	Supplies & Services							
10-426-696	VEHICLE OPER & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 426 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-427	LIBRARY							
E00	Salaries & Wages							
10-427-501	SALARIES	38,000.00	1,195.95	1,195.95	36,804.05	0.00	36,804.05	96.85
10-427-520	SOCIAL SECURITY	2,907.00	91.48	91.48	2,815.52	0.00	2,815.52	96.85
10-427-521	P.E.R.S.	2,987.00	94.12	94.12	2,892.88	0.00	2,892.88	96.85
10-427-522	INSURANCE-HEALTH	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-427-523	INSURANCE- WKR'S COMP	4,129.00	0.00	0.00	4,129.00	0.00	4,129.00	100.00
	E00 Sub Totals:	48,023.00	1,381.55	1,381.55	46,641.45	0.00	46,641.45	97.12
E10	Supplies & Services							
10-427-608	UTILITIES	9,000.00	480.95	480.95	8,519.05	0.00	8,519.05	94.66
10-427-648	SPECIAL DEPT. EXPENSES	500.00	0.00	0.00	500.00	0.00	500.00	100.00
	E10 Sub Totals:	9,500.00	480.95	480.95	9,019.05	0.00	9,019.05	94.94
E20	Contractual Services							
10-427-640	JANITORIAL CONTRACT	2,820.00	0.00	0.00	2,820.00	0.00	2,820.00	100.00
	E20 Sub Totals:	2,820.00	0.00	0.00	2,820.00	0.00	2,820.00	100.00
E40	Other Expenses							
10-427-658	TAXES	180.00	0.00	0.00	180.00	0.00	180.00	100.00
	E40 Sub Totals:	180.00	0.00	0.00	180.00	0.00	180.00	100.00
E50	Contingency							
10-427-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E80	Employee Benefits							
10-427-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E80 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	60,523.00	1,862.50	1,862.50	58,660.50	0.00	58,660.50	96.92
	Dept 427 Sub Totals:	60,523.00	1,862.50	1,862.50	58,660.50	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-428	FORFEITURE							
E10	Supplies & Services							
10-428-648	SPECIAL DEPT. EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 428 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-429								
E00	Salaries & Wages							
10-429-501	SALARIES	0.00	702.00	702.00	-702.00		-702.00	0.00
10-429-502	SALARIES-O/T	0.00	303.76	303.76	-303.76		-303.76	0.00
	E00 Sub Totals:	0.00	1,005.76	1,005.76	-1,005.76		-1,005.76	0.00
E10	Supplies & Services							
10-429-637	MEETINGS & TRAVEL	0.00	0.00	0.00	0.00		0.00	0.00
10-429-696	VEHICLE OPER & MAINTENANCE	0.00	0.00	0.00	0.00		0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00		0.00	0.00
E80	Employee Benefits							
10-429-520	SOCIAL SECURITY	0.00	76.93	76.93	-76.93		-76.93	0.00
10-429-521	P.E.R.S.	0.00	0.00	0.00	0.00		0.00	0.00
10-429-522	INSURANCE-HEALTH	0.00	67.38	67.38	-67.38		-67.38	0.00
10-429-523	INSURANCE-WKRS COMP	0.00	0.00	0.00	0.00		0.00	0.00
	E80 Sub Totals:	0.00	144.31	144.31	-144.31		-144.31	0.00
	Expense Sub Totals:	0.00	1,150.07	1,150.07	-1,150.07		-1,150.07	0.00
	Dept 429 Sub Totals:	0.00	1,150.07	1,150.07	-1,150.07			

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-432	STREET CLEANING							
E00	Salaries & Wages							
10-432-501	SALARIES	2,600.00	0.00	0.00	2,600.00	0.00	2,600.00	100.00
10-432-502	SALARIES-O/T	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-432-520	SOCIAL SECURITY	199.00	0.00	0.00	199.00	0.00	199.00	100.00
10-432-521	P E R S	203.00	110.12	110.12	92.88	0.00	92.88	45.75
10-432-522	INSURANCE-HEALTH	1,830.00	0.00	0.00	1,830.00	0.00	1,830.00	100.00
10-432-523	INSURANCE- WKR'S COMP	2,133.00	0.00	0.00	2,133.00	0.00	2,133.00	100.00
	E00 Sub Totals:	6,965.00	110.12	110.12	6,854.88	0.00	6,854.88	98.42
E10	Supplies & Services							
10-432-648	SPECIAL DEPT EXPENSES	100.00	0.00	0.00	100.00	0.00	100.00	100.00
10-432-696	VEHICLE OPER & MAINTENANCE	12,000.00	385.96	385.96	11,614.04	0.00	11,614.04	96.78
	E10 Sub Totals:	12,100.00	385.96	385.96	11,714.04	0.00	11,714.04	96.81
E20	Contractual Services							
10-432-657	OUTSIDE SER/CONTR/CONSULT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E30	Capital Outlay							
10-432-675	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	Contingency							
10-432-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E70	Debt Service							
10-432-677	LEASE/PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-432-683	DEBT SERVICE - INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E70 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	19,065.00	496.08	496.08	18,568.92	0.00	18,568.92	97.40
	Dept 432 Sub Totals:	19,065.00	496.08	496.08	18,568.92	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-433	STREET MAINTENANCE							
E00	Salaries & Wages							
10-433-501	SALARIES	106,159.00	3,066.60	3,066.60	103,092.40	0.00	103,092.40	97.11
10-433-502	SALARIES-O/T	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-433-515	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-433-520	SOCIAL SECURITY	8,121.00	226.35	226.35	7,894.65	0.00	7,894.65	97.21
10-433-521	P.E.R.S.	8,280.00	2,039.36	2,039.36	6,240.64	0.00	6,240.64	75.37
10-433-522	INSURANCE-HEALTH	25,615.00	1,233.26	1,233.26	24,381.74	0.00	24,381.74	95.19
10-433-523	INSURANCE- WKR'S COMP	10,666.00	0.00	0.00	10,666.00	0.00	10,666.00	100.00
	E00 Sub Totals:	158,841.00	6,565.57	6,565.57	152,275.43	0.00	152,275.43	95.87
E10	Supplies & Services							
10-433-603	COMMUNICATIONS	5,700.00	214.42	214.42	5,485.58	0.00	5,485.58	96.24
10-433-604	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-433-632	MAINTENANCE/EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-433-636	ADV/PRINT/PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-433-637	MEETINGS & TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-433-648	SPECIAL DEPT. EXPENSES	0.00	1,352.61	1,352.61	-1,352.61	0.00	-1,352.61	0.00
10-433-696	VEHICLE OPER & MAINTENANCE	20,000.00	771.93	771.93	19,228.07	0.00	19,228.07	96.14
	E10 Sub Totals:	25,700.00	2,338.96	2,338.96	23,361.04	0.00	23,361.04	90.90
E20	Contractual Services							
10-433-653	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-433-657	OUTSIDE SER/CONTR/CONSULT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E30	Capital Outlay							
10-433-675	CAPITAL OUTLAY	12,167.00	0.00	0.00	12,167.00	0.00	12,167.00	100.00
	E30 Sub Totals:	12,167.00	0.00	0.00	12,167.00	0.00	12,167.00	100.00
E50	Contingency							
10-433-801	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	196,708.00	8,904.53	8,904.53	187,803.47	0.00	187,803.47	95.47
	Dept 433 Sub Totals:	196,708.00	8,904.53	8,904.53	187,803.47	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-434	SNOW REMOVAL							
E00	Salaries & Wages							
10-434-501	SALARIES	6,212.00	0.00	0.00	6,212.00	0.00	6,212.00	100.00
10-434-520	SOCIAL SECURITY	475.00	0.00	0.00	475.00	0.00	475.00	100.00
10-434-521	PERS	559.00	0.00	0.00	559.00	0.00	559.00	100.00
10-434-522	INSURANCE-HEALTH	1,830.00	0.00	0.00	1,830.00	0.00	1,830.00	100.00
10-434-523	INSURANCE- WKRS COMP	2,133.00	0.00	0.00	2,133.00	0.00	2,133.00	100.00
	E00 Sub Totals:	11,209.00	0.00	0.00	11,209.00	0.00	11,209.00	100.00
E10	Supplies & Services							
10-434-608	UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-434-634	RENTS & LEASES	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
10-434-648	SPECIAL DEPT. EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-434-696	VEHICLE OPER & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
E20	Contractual Services							
10-434-657	OUTSIDE SER/CONTR/CONSULT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	Interfund Transfers							
10-434-705	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	13,609.00	0.00	0.00	13,609.00	0.00	13,609.00	100.00
	Dept 434 Sub Totals:	13,609.00	0.00	0.00	13,609.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 10-440	STREET LIGHTING							
E10	Supplies & Services		0.00	0.00	0.00		0.00	0.00
10-440-632	MAINTENANCE/EQUIPMENT	50,000.00	0.00	0.00	50,000.00		50,000.00	100.00
10-440-656	STREET LIGHTING							
	E10 Sub Totals:	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
	Expense Sub Totals:	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	100.00
	Dept 440 Sub Totals:	50,000.00	0.00	0.00	50,000.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	5,741,817.00	621,565.65	621,565.65	5,120,251.35	0.00	5,120,251.35	89.17
	Fund 10 Sub Totals:	5,741,817.00	621,565.65	621,565.65	5,120,251.35	0.00		
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	5,741,817.00	621,565.65	621,565.65	5,120,251.35	0.00	5,120,251.35	89.17
	Report Totals:	5,741,817.00	621,565.65	621,565.65	5,120,251.35	0.00		



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Aug 2025

Department:	August 14, 2025
From:	Justin Mayberry, Acting City Manager
Subject:	Appointment of City Manager

Staff Recommendation:

The Council should review the employment agreement and consider entering a contract for service in the role of City Manager for the City of Weed.

Summary:

Council will consider entering into an employment agreement between the City of Weed and Dustin Stambaugh.

Options:

1. Approve the agreement.
2. Reject the agreement.
3. Such other action as the Council may deem appropriate.

Fiscal Impact:

Position is approved within the existing City budget.

Discrepancies:

None.

Attachments:

Employment agreement.

EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF WEED AND DUSTIN STAMBAUGH

THIS AGREEMENT is between the CITY OF WEED ("City") and DUSTIN STAMBAUGH ("Employee") and is dated for convenience this 14th day of August, 2025.

RECITALS

- A. City desires to employ DUSTIN STAMBAUGH as City Manager of the City of Weed. DUSTIN STAMBAUGH desires to serve as City Manager of the City of Weed, beginning September 2, 2025.
- B. DUSTIN STAMBAUGH represents that he is qualified to perform the duties and services of the position of City Manager and is agreeable to filling the position.
- C. The City Council as appointing power, and DUSTIN STAMBAUGH, desires to agree in writing to the terms and conditions of DUSTIN STAMBAUGH's employment as City Manager.

AGREEMENT

1. DUTIES AND SCOPE OF SERVICES

- a) City agrees to employ DUSTIN STAMBAUGH as City Manager of the City of Weed to perform the functions and duties specified in the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as the City Council may from time-to-time assign. Under the terms and conditions of this Agreement, Employee shall personally provide all the services and duties ordinarily performed by the City Manager for the City under the direction and control of the City Council and as set forth in the Weed Municipal Code.
- b) Employee shall perform his duties to the best of his ability in accordance with the highest professional, competency, integrity, and ethical standards of the profession and shall comply with all general rules and regulations established by the City.
- c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law. However, Employee may engage in charitable endeavors not involving employment or activities related to the business of the City so long as such outside activities do not interfere with Employee's duties under this Agreement.
- d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as the City Manager and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Council.

e) To ensure that Employee can effectively carry out his duties in a professional and forthright manner and implement the policies of the City Council impartially and equitably, the City Council and its members agree to the following:

- i) to spend time each year to work with Employee and staff on setting goals and priorities for the City government, and
- ii) to work collectively on issues that may arise that inhibit the maximal achievement of City goals.

f) The City Council acknowledges that Employee is or may become a member of the International City Management Association ("ICMA"). The parties mutually desire that Employee be subject to and comply with the ICMA Code of Ethics, as amended from time to time (current version attached as Exhibit A). Employee shall comply with the ICMA Code of Ethics in performing his duties hereunder.

g) Employee is a FLSA-exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations of his position. Employee does not have set hours of work as Employee is expected to be available at all times. Employee shall not be entitled to additional compensation for hours in excess of eight (8) hours per day and/or forty (40) hours per week.

h) It is recognized that Employee must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. Employee shall spend sufficient hours on site to perform Employee's duties; however, Employee has discretion over his work schedule and work location.

2. TERM

a) The term of this Agreement shall be for three (3) years commencing on September 2, 2025 (the "Effective Date"), unless terminated by either party in accordance with the provisions set forth in Paragraph 3 or until terminated by the event of the death or permanent disability of Employee. The term may be extended or revised by mutual, written agreement of the parties.

b) No later than twelve (12) months prior to the expiration of this Agreement, the parties agree that they shall meet to discuss the renewal of the Agreement, and the City Council within thirty (30) days of said meeting shall notify Employee in writing ("Notice re Extension") of its decision to extend or not extend the term of the Agreement. If the City Council states that it desires to extend or renew the term of this Agreement, it shall do so conditionally, stating that any such extension or renewal shall be subject to the parties reaching agreement on the terms and conditions of any such extension or renewal, and inviting Employee to discuss any such terms and conditions with the Mayor as soon as is practicable, with the objective of reaching an agreement, if one can be reached, within sixty (60) days after the Council delivers its Notice re

Extension to Employee stating the Council's desire to extend the term. If no such agreement can be timely reached, then this Agreement shall expire at the end of its term.

- i) The City Council's determination to not extend this Agreement shall not entitle Employee to severance pursuant to this Agreement.
- ii) Should the City Council terminate this Agreement pursuant to Paragraph 3(d) after the Employee is given the Notice re Extension extending the Agreement, Employee shall be entitled to severance pursuant to Paragraph 4.
- iii) Should the City Council fail to notify the Employee of its intent to not extend or extend the Agreement pursuant to the provisions of this paragraph, this Agreement shall be automatically extended for one (1) additional year beyond the termination date.

3. RESIGNATION AND TERMINATION

a) *Resignation.* Employee may resign at any time and agrees to give City Council at least ninety (90) days informal notice and sixty (60) days formal advance written notice.

b) *Retirement.* If Employee retires from full time public service with City, Employee shall provide six (6) months advance notice. The Employee's actual retirement date will be mutually established.

c) *At Will Employment.* The parties recognize and affirm that: (i) Employee is an "at will" Employee whose employment may be terminated by the City without cause, and (ii) there is no express or implied promise to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and City.

d) *Termination Without Cause.* The City Council may at any time terminate Employee upon ninety (90) days advance written notice without cause. The City Council may place Employee on paid administrative leave for said ninety-day (90) day period, at the conclusion of which Employee's employment under this Agreement shall terminate. During any such period of paid administrative leave, Employee shall not be entitled to Business and Professional Development Expenses under Section 6 of this Agreement, nor shall Employee accrue any new leaves.

e) *Termination with Cause.* If City terminates this Agreement (thereby terminating Employee's employment) with Cause, as determined by the City Council at a Regular or Special Meeting of the City Council, Employee shall not be entitled to any additional compensation or payment, including Severance as described in Section 4 below, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). As used in this Agreement, Cause shall only mean any of the following:

- i) Conviction of, or plea of guilty or *nolo contendere* to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Employee's reputation;
- ii) Proven failure of the Employee to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;
- iii) Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4;
- iv) Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting;
- v) Any grossly negligent action or inaction by Employee that materially and adversely: (A) impedes or disrupts the operations of City or its organizational units; (B) is detrimental to employees or public safety; or (C) violates Applicable Laws.
- vi) Employee's death;
- vii) Employee's mental incapacity or inability to perform his duties hereunder due to physical or mental disability, for a period of sixty (60) days or more, as determined by a mutually agreed upon medical doctor;
- viii) Political activity involving the support of or opposition to candidates for the City Council;
- ix) Violation of State or federal discrimination laws concerning race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sexual orientation, sex, age, or any other unlawful basis concerning either members of the general public or City employees(s);
- x) Willful or unlawful retaliation against any other City official or employee or member of the general public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto; or
- xi) Violation of the City's harassment policy or any other personnel or employment policy, rule, or procedures.

4. SEVERANCE PAY

If the City Council terminates Employee by giving Employee the 90-day notice of termination specified in Paragraph 3(d), and if Employee signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as Exhibit B, then the

City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary, based on Employee's Base Salary in effect on the date of termination. This cash payment may be paid (after required deductions and withholdings), at the option of the Employee, in (i) lump sum upon the date of termination; (ii) lump sum on January 1 of the calendar year following termination, or (iii) three (3) equal monthly installments. Such payment by the City will release the City from any further obligations or liabilities under this Agreement. Notwithstanding the foregoing to the contrary, the Employee shall not be entitled to be paid severance pay in the event (i) this Agreement expires and is not renewed, or (ii) Employee's employment is terminated due to his death or permanent disability.

5. SALARY

- a) City agrees to pay Employee a base salary of One Hundred Fifty Thousand Dollars (\$149,904.00) in salary per annum for his services ("Base Salary"), payable in installments at the same time as other employees of the City are paid and subject to customary withholding.
- b) The salary compensation provided in this paragraph shall not be decreased unless the same percentage decrease is applied to all management employees.
- c) Unless otherwise negotiated by the City and Employee, the Employee shall receive the same Cost-of-Living Adjustments (COLAs) and one-time off-schedule payments made to each City Department Head except that no COLA or one-time off-schedule payment shall apply for FY 2025/26.
- d) Employee shall not be entitled to the Educational Incentive pay offered to other City employees.
- e) The City Council agrees to annually consider increases in Employee's Base Salary and/or other benefits of Employee in such amounts and to such extent as the City Council in its sole discretion after consultation with Employee may determine is justified based upon an annual performance review of Employee and City budget.

6. BUSINESS AND PROFESSIONAL DEVELOPMENT EXPENSES

- a) City shall pay for or provide Employee reimbursement of all actual business expenses incurred in the performance of his duties under this Agreement. Without prior written approval from the City Council, Employee shall not incur business expenses in excess of the amount annually budgeted and approved by the City Council for this item. Employee shall provide written documentation verifying the incurring of each expense as required under the adopted administrative policies of the City. The expense documentation shall be maintained by the City in accordance with its records retention policies. Notwithstanding the foregoing, mileage shall not be reimbursed to Employee.
- b) The City recognizes that certain general expenses, dues, memberships, subscriptions, travel and subsistence expenses are reasonably incurred by the Employee in the performance of job-related activities, functions, meetings, professional development and professional

conferences such as the annual International City Managers' Association, California City Management Foundation, League of California Cities, League's City Manager's Department, and the League's Division meetings. The City agrees to budget and pay for or reimburse the Employee for these expenses; provided, however, that the amount paid shall be limited by the amount the City Council budgets for such expenditures.

c) The City agrees to reimburse Employee for expenses related to educational courses, short courses, executive coaching, seminars, and institutes that will benefit the City and improve the Employee's professional abilities; provided, however, that the amount paid shall be limited by the amount the City Council budgets for such expenditures.

7. ONE-TIME RELOCATION REIMBURSEMENT

City shall provide a one-time reimbursement to Employee for reasonable costs and moving expenses, including, but not limited to, necessary travel and accommodation costs, which are actually incurred and paid in Employee's relocation to the City of Weed, in an amount not to exceed \$7,500.00. Employee shall submit a claim to the City's Finance Department, accompanied by written documentation including receipts, for such reimbursement no later than 90 days after the Effective date of this Agreement.

8. BENEFITS

a) *Retirement.* City shall provide Employee with enrollment in the California Public Employees' Retirement System ("PERS") as a "PEPRA" employee in 2% @ 62 formula. City shall pay the Employer share of the PERS contribution. Employee shall pay the Employee's (Member's) portion of the PERS contribution, such that the total amount deducted from Employee's compensation for PERS contributions shall be Seven and Three-Fourths Percent (7.75%), which amount is subject to change in accordance with PERS.

b) *Social Security.* City shall provide contributions to Social Security in a manner consistent with that provided to City Department Heads.

c) *Medical.* City shall provide Employee with health, vision, and dental insurance as is provided to City Department Heads, with 100% City contribution to Employee and family cost.

d) *Life Insurance.* The City agrees to provide Employee life insurance coverage equal to that provided to City Department Heads.

e) *Vacation and Administrative/Management Leave; Sick Leave; Holidays.* Employee shall receive such vacation, administrative/management leave, sick leave, and paid holidays as are enjoyed by City Department Heads.

f) *Auto Allowance.* City shall pay to Employee an auto allowance of \$400.00 per month in lieu of reimbursement of his auto mileage.

9. INDEMNIFICATION

a) The City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination or separation of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee, by the City, as described herein, for any acts undertaken or committed in Employee's performance of his duties as City Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Employee's employment with City.

b) In the event the Employee shall serve as the chief executive of other City-related legal entities, then each provision of this Section shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related legal entity, and shall indemnify and hold the Employee harmless against any failure or refusal by City related legal entity to perform its obligations under this Section.

c) Notwithstanding the foregoing, the City may, but shall not be required to, indemnify and/or defend the Employee under the circumstances described and conditions set forth in Government Code sections 995.2, 995.4, 995.6, 995.8 and 995.9. Additionally, notwithstanding the foregoing, this Agreement shall not be deemed or construed to constitute a waiver of the rights the City possess under Government Code sections 825 and 818.

10. PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee in the first year of this Agreement as follows: the first evaluation shall occur no later than one-hundred eighty (180) days after the Effective Date; and the second evaluation shall occur no later than twelve (12) months after the Effective Date. Thereafter, the City Council shall evaluate Employee's performance at least annually, at which time adjustments to compensation may be considered. It shall be Employee's responsibility to initiate each performance review. The City Council and Employee may set mutually-agreed-upon objectives for each year under this Agreement. Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council. The review of the performance of Employee shall be subject to a process, form, criteria, and format for the evaluation, shall be mutually agreed upon by the City Council and Employee.

11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

12. NOTICES

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: City Council
 Attn: Mayor
 City of Weed
 550 Main Street
 Weed, CA 96094

With a courtesy copy to the City Attorney at the following address or the address then shown in the records of the City for the City Attorney:

David J. Ruderman, Esq.
Weed City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

TO EMPLOYEE: DUSTIN STAMBAUGH
 City Manager
 City of Weed
 550 Main Street
 Weed, CA 96094

and

Home address on file with City Clerk

13. GOVERNMENT CODE SECTION 53243.2

If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Employee was provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance pay related to the termination that Employee may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Employee. For purposes of this Paragraph, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

14. RECITALS INCORPORATED

The recitals set forth above are incorporated into this Agreement by this reference.

15. WAIVER

The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party marking the waiver.

16. CONSTRUCTION OF TERMS

The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.

17. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void, or invalid, in whole or in part, for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other Agreements to effectuate the intent of the parties and the purpose of this Agreement.

18. CONTROLLING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Siskiyou, State of California.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties pertaining to the employment of Employee by the City and supersedes all prior and contemporaneous Agreements, representations, promises and understanding of the parties, whether oral or in writing. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by all parties and this Agreement may not be altered, amended, or modified by any other means. Each party waives his/its future right to claim, contend, or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreement, course of conduct, waiver, or estoppel.

[Signatures on following page]

This Agreement is executed on the date above stated.

CITY OF WEED

DUSTIN STAMBAUGH

Mayor

Date: _____

Dustin M. Stambaugh
Digitally signed by Dustin M. Stambaugh
DN: cn=Dustin M. Stambaugh email=dustin.
stambaugh@outlook.com C=US
Date: 2025.07.25 17:47:10 -0510

Date: 25 July 2025

ATTEST:

Sandra Duchi, City Clerk

APPROVED AS TO FORM:



David J. Ruderman, City Attorney

Exhibit A

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1

We believe professional management is essential to efficient and democratic local government by elected officials.

Tenet 2

Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

Tenet 3

Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

Tenet 4

Serve the best interests of the people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6

Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

#

Exhibit B

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into on this ___ day of _____, 20___ ("Effective Date") by and between _____ ("Manager") and CITY OF WEED ("City"), in light of the following facts:

Recitals

- A. Manager's employment with City concluded on _____.
- B. Certain disputes have arisen between City and Manager.
- C. City and Manager each deny any liability whatsoever to the other.
- D. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.

[If Manager is 40 years of age or older when this Release Agreement is executed, add following Recitals E and F:

- E. Manager is hereby informed that he/she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with his/her legal counsel before signing this Agreement.
- F. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he/she may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.]
- G. Manager acknowledges that the Salary Payment referenced in section 1 of this Release Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. Manager also acknowledges that City has made this Salary Payment without regard to whether he/she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

Agreement

1. *Receipt of Salary Payment.* Manager hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances, and reimbursed expenses ("Salary Payment") from City.
2. *Severance.* Following Manager's signing, delivering to the City, and not revoking this Release Agreement, City shall pay Manager the gross amount as provided for in section 4 of the Manager's Employment Agreement, less applicable deductions. Manager acknowledges that the Severance is in excess of all amounts due and owing him/her as a result of his/her employment by City.

3. *General Release* In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager, on behalf of himself, his heirs, executors, administrators, representatives, assigns and successors, hereby fully, finally, and forever discharges and releases: the City; its City Council and each and every member of the City Council, both past, present and future, individually; all City related Boards and Commissions and the present, past and future members thereof; all present, past and future elected and appointed officials and officers of the City or appointed by the City; all agents, employees, attorneys, consultants, officers, directors, (whether former or current); all successors, assigns, and insurers; (all hereafter singly and collectively referred to as "the Released Parties"), from any and all claims, charges, complaints, promises, agreements, controversies, suits, rights, costs, losses, debts, actions, grievances, judgments, obligations, damages, expenses (including any claims for attorneys' fees and costs), demands, causes of action, liability, and obligation of any kind or nature, whether known or unknown, suspected or unsuspected, anticipated and unanticipated which Manager has, owns or holds, or claims to have, own or hold, or may have, own or hold against the City and the Released Parties based upon, arising out of or related to any matter, cause, fact, thing, act, or omission whatsoever occurring or existing at any time to and including the Effective Date of this Release Agreement, except for the obligations of the City set forth in this Release Agreement, including but not limited to: (a) Any and all claims for wages, salary, paid leave, and/or benefits; (b) Any grievance or other administrative remedy deriving from any law, rule, regulation or City policy; (c) Any and all claims for wrongful or constructive discharge and/or reinstatement; (d) Any and all claims relating to any contracts, express or implied, or breach of the covenant of good faith and fair dealing, express or implied; (e) Any and all tort claims of any nature, including but not limited to fraud, deceit, misrepresentation, negligent misrepresentation, defamation, invasion of privacy, negligent or intentional infliction of emotional distress; (f) Any and all claims of discrimination, harassment, retaliation, or failure to accommodate under Federal, State, or municipal statute or ordinance, pertaining to but not limited to race, national origin, color, age, sex, gender, sexual orientation, disability, religion, marital status, whistleblower, protected activity, or any other legally recognized protected status, and including, but not limited to, any claims under the United States Constitution, California Constitution, California Fair Employment and Housing Act, Family and Medical Leave Act, California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. Section 1981, 42 U.S.C. Section 1983, the Americans with Disabilities Act and comparable state statutes and regulations, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers' Benefit Protection Act, the California Labor Code including but not limited to Section 1102.5, any and all state and federal whistle-blower statutes and/or freedom of speech causes of action; the California and United States Constitution; the Equal Pay Act of 1963, the Equal Pay Act of 1963; the Fair Labor Standards Act ("FLSA"); the Civil Rights Act of 1866, and any other laws and regulations relating to employment and/or discrimination; (g) The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder; (h) The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq; (i) California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq; (j) Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance; (k) Any public policy, contract, tort, or common law; and/or (l) Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and the Released Parties, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he/she does not know or suspect to exist in his/her favor.

Manager further acknowledges that he/she has read this General Release and that he/she understands that this is a general release, and that he/she intends to be legally bound by the same.

SIGNED ACKNOWLEDGMENT: _____

[If Manager is 40 years of age or older when this Release Agreement is executed, add following paragraph: With regard to Manager's waiver of rights under the ADEA and Older Workers' Benefit Protection Act only (see 29 CFR Section 1625.22), such waiver shall not be deemed to waive rights or claims that may arise after the Effective Date of this Release Agreement. Manager is waiving his/her rights to sue City and the Released Parties on any basis related to his/her age.]

Notwithstanding anything herein to the contrary, Manager does not release any claim that by law he/she cannot release, including any worker's compensation claim, and any claim for unemployment benefits.

4. *Collective/Class Action Waiver.* If any claim described in Section 3 of this Agreement is not subject to release, the consideration provided to Manager in this Agreement shall be the sole relief provided to her for the claims that are released by Manager herein and he/she will not be entitled to recover and agrees to waive any monetary benefits or recovery against the City in connection with any such claim, charge or proceeding without regard to whom has brought such complaint or charge.

Additionally, if any claim is not subject to release, to the extent permitted by law, Manager waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the City or any other of the Released Parties identified in this Agreement is a party.

5. *Continuing Effects.* Manager further agrees to waive any claim for damages occurring at any time after the date that Manager signs this Agreement because of alleged continuing effects of any alleged discriminatory or other wrongful acts or omissions involving the Released Parties, which

occurred on or before Manager signs this Agreement. Manager further agrees to waive any right he/she may have to sue for injunctive relief against the alleged continuing effects of any alleged discriminatory or other wrongful acts or omissions occurring prior to and including the date that Manager signs this Agreement.

6. *Severability.* If for any reason any provision of this Agreement is determined to be invalid, *unenforceable* or contrary to any existing or future law to any extent, such provision shall be enforced to the extent permissible under the law and such invalidity, unenforceability or illegality shall not impair the operation of or otherwise affect those portions of this Agreement which are valid, enforceable and legal.

7. *Binding Effect.* This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, affiliates, predecessors, successors and assigns. Each person executing this Agreement represents and warrants for the benefit of the Parties that he or she is actually authorized to enter into this Agreement and to bind his or her principal to this Agreement.

8. *Fees and Costs.* Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorney's fees and costs.

Dated: _____ CITY OF WEED

By: _____

Dated: _____ MANAGER

By: _____

ATTEST:

By: _____

City Clerk

Date: _____

APPROVED AS TO FORM:

By: *David R. [Signature]*

City Attorney

Date: _____



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Aug 2025

Department: Chris Davis, Public Works Director

Agenda Item Title: City Hall Roof Replacement Project Contract Award

Staff Recommendation: City Council approve Resolution No.23-2025 awarding the City Hall Roof Replacement contract to United Building Contractor Inc in the amount of \$433,500.00

Summary: At the June 12, 2025, regular City Council meeting authorization was given to staff to proceed with a request for proposals (RFP) for the City Hall Roof Replacement Project.

On July 30, 2025, bids were received up to 2:00 pm, then opened and read aloud. Those bids were as follows:

George Roofing	\$436,000.00
Clark Roofing	\$478,238.16
United Building Contractor Inc	\$433,500.00
Michael Robers Construction	\$467,500.00

Staff reviewed all the bids to ensure completeness. United Building Contractor Inc was declared the lowest complete bid.

Fiscal impact:

Fiscal impact in the amount of \$433,500.00.

Alternative Actions:

1. Approve Resolution Awarding the Contract
2. Deny
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution No. 23-2025
Contract

RESOLUTION NO. 23-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED TO AWARD A
CONTRACT FOR THE CITY HALL ROOF REPLACEMENT PROJECT

WHEREAS, the Council authorized staff to solicit bids for the City Hall Roof Replacement Project; and

WHEREAS, the bids were advertised and opened pursuant to California law; and

WHEREAS, the staff, after reviewing such bids, has determined that United Building Contractors, Inc has submitted the most competent bid and thus recommends that a contract to complete such project be awarded to United Building Contractors, Inc; and

WHEREAS, Council finds good cause to accept the recommendation of staff,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Weed:

SECTION 1: That United Building Contractors, Inc, is hereby awarded a contract to perform and complete the City Hall Roof Replacement Project in the amount of \$433,500.00.

SECTION 2: The City Manager or Mayor is hereby authorized to execute a contract with United Building Contractors, Inc. for the project.

I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Weed held the 14th day of August 2025 by the following vote to wit:'

AYES: Council Members

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

ARTICLES OF AGREEMENT
CITY HALL ROOF REPLACEMENT PROJECT
BID NO. 550
IN THE CITY OF WEED, CALIFORNIA

THIS, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this ____th day of _____, 2025 (*Council Action Date Here*), BY AND BETWEEN the City of Weed, a municipal corporation, hereafter designated as "AGENCY", and United Building Contractors, Inc. [*CONTRACTOR'S BUSINESS NAME, a California (State) corporation (corporation, partnership, limited liability company, or other business form)*], hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the City Hall Roof Replacement Project, BID NO. 550, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all

obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$ 433,500.00 [Insert Dollars], unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of

CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify AGENCY for liabilities caused by the sole active negligence or willful misconduct of the AGENCY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not

assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. Any court action arising out of this AGREEMENT shall be filed in the Siskiyou County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Siskiyou.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. To the extent applicable, this AGREEMENT is subject to the provisions of Public Contract Code Section 9204, which mandates certain procedures regarding the resolution of public works claims. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY:
Director of Public Works
CITY OF WEED

lalaryar@unitedbuildingcontractors.com
CONTRACTOR: Lalanya Rothenberger
[INSERT CONTACT] (530) 345-8455
[CONTRACTOR'S BUSINESS NAME]
United Building Contractors, Inc.

550 Main Street,
Weed CA 96094

[Mailing Address] PO Box 6039
[City, State Zip Code] Chico, CA 95927

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT 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 other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

G. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page follows]

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 1th day of August, 2025 (Council Action Date).

CONTRACTOR:

[Contractor's Business Name]
United Building Contractors, Inc.

[Contractor's Sign Name, Title Jim Gilmore, President
Contractor's License No. XXXXXX] 679303

Subscribed and sworn to this _____ day of _____, 20____.

See attached
CA Invt

NOTARY PUBLIC _____

(SEAL)

AGENCY:

City Manager
City of Weed

Date

ATTESTED:

City Clerk of the
City of Weed

Date

APPROVED AS
TO FORM:

City Attorney of the
City of Weed

Date

(EXECUTE IN DUPLICATE)

GOVERNMENT CODE § 8202

-
- The graph illustrates the relationship between the number of documents signed by the first signer (x-axis) and the number of documents signed by the second signer (y-axis). The x-axis ranges from 0 to 10, and the y-axis ranges from 0 to 10. The curve starts at the origin (0,0) and increases at an increasing rate, reaching approximately (10, 10).
- | Signature of Document Signer No. 1 | Signature of Document Signer No. 2 (if any) |
|------------------------------------|---|
| 0 | 0 |
| 2 | 1 |
| 4 | 2 |
| 6 | 4 |
| 8 | 6 |
| 10 | 10 |

State of California
County of Butte

Subscribed and sworn to (or affirmed) before me
on this 1st day of August, 2025
by Date Month Year
(1) James Gilmore

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public _____



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Articles of Agreement

Document Date: 8.1.2020 Number of Pages:

Signer(s) Other Than Named Above: _____



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Aug 2025

Department: August 14, 2025

From: Justin Mayberry, Chief of Police

Subject: Application for ABC Off-Sale General (Beer, Wine, Distilled Spirits)

Staff Recommendation:

The Council should review the materials and determine if allowing the sale of beer and wine at this location will serve a public necessity and convenience. If the Council feels that it does, then adopt the attached resolution and forward recommendation to ABC and the applicant. If the Council believes that there are sufficient opportunities to purchase off-sale beer and wine in this area of the City, then deny the application and we will inform ABC of the Council's decision.

Summary:

Weed Liquor Depot LLC has applied to the Dept. of Alcohol and Beverage Control (ABC) to transfer a Type 21 Off-sale General (beer, wine and distilled spirits) from 419 Chestnut St. in Mt. Shasta CA to 175 E. Vista Dr. in Weed, CA.

Typically, according to ABC, the application for the off-sale license would be in an area where an undue concentration of similar licenses exists. As such, the Business and Profession Code requires that the City Council make a finding of "public convenience or necessity" before ABC can issue a license.

Due to a census tract error on the ABC website, ABC has advised the applicant that a waiver is not needed as the City of Weed is allotted 7 off sale licenses; and ABC shows only 6 issued. The City of Weed currently has 12 off-sale licenses and has required the waiver of past applicants and business developments.

General Plan Zoning

The zoning from this property is C-2 which is intended to apply to areas where a wider variety of commercial facilities are necessary for community convenience. The C-2 district allows all uses of the C-1 zone, including bars, restaurants, liquor stores and retail. As such, the requested is consistent with the City Code.

Options:

1. Approve the waiver (Resolution No. 24-2025)

2. Reject the waiver
3. Such other action as the Council may deem appropriate.

Fiscal Impact:

Unknown

Discrepancies:

Census Tract data.

Attachments:

ABC Application information for license #666815
Resolution No. 24-2025

RESOLUTION NO.24-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED
APPROVING ADDITIONAL LICENSE OF OFF-SALE ALCOHOLIC BEVERAGES AS PUBLIC
NECESSITY AND CONVENIENCE AT
175 E. VISTA DRIVE.

Whereas, the City of Weed allows the retail sale of alcoholic beverages in markets and stores within the C2 Zone; and

Whereas, The City of Weed General Plan encourages neighborhood commercial services in areas where are not readily available or located in neighborhoods and areas with less services; and

Whereas, the location of the proposed retail sales of beer, wine and other products typically found at a liquor store is located in a neighborhood that is near the I-5 corridor and along the highly visible Vista Drive and would serve this location greatly; and

Whereas, the proposed land use is consistent with the City of Weed Zoning Code, and consistent with the City of Weed General Plan for the South Weed Growth.

Now therefore be it resolved; that the City Council of the City of Weed finds that the off-sale Liquor sales at 175 E. Vista Drive in Weed provides a public convenience and necessity in that location and would serve potential tourists and the local neighborhood.

I HEREBY CERTIFY the foregoing resolution was introduced and adopted at a regular meeting of the City Council held the 14th day of August 2025 by the following vote, to wit:

AYES: Council Members

NOES:

ABSENT:

Mayor, City of Weed

City Clerk

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
1900 CHURN CREEK RD
STE 215
REDDING, CA 96002
(530) 224-4830

File Number: **670892**
Receipt Number: **3023768**
Geographical Code: **4709**
Copies Mailed Date: **July 25, 2025**
Issued Date:

DISTRICT SERVING LOCATION: **REDDING**First Owner: **WEED LIQUOR DEPOT LLC**Name of Business: **WEED LIQUOR DEPOT**

Location of Business: **175 E VISTA DR**
UNIT B
WEED, CA 96094

County **SISKIYOU**Is Premises inside city limits **Yes**Census Tract: **0009.01**

Mailing Address:(If different
from
premises address) **1514 VILLAGE WY**
MOUNT SHASTA, CA 96067

Type of license(s): **21**Dropping Partner: Yes___ No **X**Transferor's license/name: **666815 / WEED LIQUOR DEPOT LLC**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	PRM	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PREMISES TO PREMISES TRF	NA	0	07/24/25	\$950.00
Total					\$950.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of **SISKIYOU**Date: **July 24, 2025**

Applicant Name(s)

WEED LIQUOR DEPOT LLC



**CITY COUNCIL
AGENDA MEMORANDUM**

Meeting Date:	August 14, 2025
From:	Sandra Duchi, City Clerk
Subject:	Voting Delegates to League Annual Conference

The Annual Conference of the League of California Municipalities is scheduled for October 8-10, 2025, in Long Beach CA.

By Motion: the City Council needs to appoint a Voting Delegate and Delegate Alternate for the annual conference.



City of Weed

Agenda Item Summary

Meeting: City Council – 14 Aug 2025

Department: Justin Mayberry, Acting City Manager.

Agenda Item Title: Council Move to Approve Resolution No. 25-2025 declaring 150 Alamo Avenue to be Exempt Surplus Land under the Surplus Land Act

Staff Recommendation: City Council approve Resolution No. 25-2025 declaring 150 Alamo Ave (060-032-210-000) as exempt surplus land under the Surplus Land Act.

Summary: Beginning in 2015, the city has leased 150 Alamo from Banner Bank. In September of 2023, the City purchased 150 Alamo from Banner Bank; and maintained the Weed City Library within the building. The City believes the approx. 4,039sq/ft building is underutilized. It has been determined that the location is no longer needed as a City holding and should be declared surplus.

Fiscal impact:

Potential added revenue, unknown amount at this time. Long term savings related to maintenance, operations, and insurance cost.

Alternative Actions:

1. Approve Resolution
2. Postpone
3. Other actions at Council's discretion

Environmental Review:

None.

Attachments:

Resolution No. 25-2025

CITY OF WEED

RESOLUTION NO. 25-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEED, CALIFORNIA
DECLARING 150 ALAMO AVENUE (APN 060-032-210-000) TO BE EXEMPT SURPLUS
LAND UNDER THE SURPLUS LAND ACT**

WHEREAS, the Surplus Land Act (Gov. Code, § 54220, et seq.) requires that before a local agency takes any action to dispose of its property, it must declare the property to be either “surplus land” or “exempt surplus land”; and

WHEREAS, under Government Code section 54221, subdivision (b)(1), “surplus land” means land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular meeting declaring that such land is surplus and is not necessary for the agency’s use; and

WHEREAS, under Government Code section 54221, subdivision (f)(1)(B), “exempt surplus land” includes surplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the City is the owner of a parcel of real property located at 150 Alamo Avenue, Weed, California 96094, identified as Assessor Parcel No. 060-032-210-000 (the “Property”); and

WHEREAS, the City Council finds that the Property is exempt surplus land because it is (i) surplus and not necessary for the City’s use; (ii) 0.480 acres (or 20,908 square feet) in size; and (iii) is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEED DOES
HEREBY RESOLVE AS FOLLOWS:**

1. **Recitals.** The foregoing recitals are true and correct and are adopted as set forth herein.
2. **CEQA.** This declaration of exempt surplus land is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061(b)(3) (common sense exemption) as it can be seen with certainty that there is no possibility this declaration may have a significant effect on the environment; 15378 (definition of “project”) as this declaration is general policy making that does not have the potential to result in direct or reasonably foreseeable indirect physical change in the environment; 15301 (existing facilities) as the Property is an existing public facility and this declaration results in no expansion of any existing or former use; and 15312 (surplus government property sales), as a declaration of surplus government property that is not located in an area of statewide, regional, or areawide concern.

3. **Declaration.** The City Council hereby declares the Property exempt surplus land under Government Code section 54221, subdivision (f)(1)(B).
4. **Direction.** The City Manager or designee is directed to provide a copy of this Resolution to the California Department of Housing and Community Development (HCD) and to submit any additional information, materials, or documentation requested by HCD to support the written findings set forth herein.

PASSED, APPROVED and ADOPTED this ___ day of _____ 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WEED, CALIFORNIA

Darrell Parham, Mayor

ATTEST:

Sandra Duchi, City Clerk





LIST 1

DETAIL

☒ 1 Property Address: 150 ALAMO AVE WEED CA 96094-2334

Ownership

County: **SISKIYOU**
 Assessor: **CRAIG KAY**
 Parcel # (APN): **060-032-210-000**
 Parcel Status: **ACTIVE**
 Owner Name: **WEED CITY OF**
 Mailing Address: **PO BOX 470 WEED CA 96094**
 Legal Description:

Assessment

Total Value:	Tax Rate Area: 009-000	County Zoning Code:
Land Value:	Year Assd: 2025	
Impr Value:	Census Tract: 9.01/3	
Other Value:	Use Code: 004	
% Improved: 0%	Use Type: GOVERNMENT	
Exempt Amt:		
Exempt Type:		

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	09/19/2023			09/19/2023
Document Number:	20230006903			20230006903
Document Type:	GRANT DEED			
Transfer Amount:	\$270,000			
Price/SqFt:				
Seller (Grantor):	BANNER BANK			

Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres: 0.480	Spaces:	Site Influence:
Lot SqFt: 20,908	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		